



Rizzetta & Company

Turnbull Creek Community Development District

**Board of Supervisors' Meeting
January 10, 2023**

Rev. 01.06.23

**District Office:
2806 N. Fifth Street, Unit 403
St. Augustine, Florida 32084
(904) 436-6270**

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Murabella Amenity Center
101 Positano Avenue, St. Augustine FL 32092

District Board of Supervisors	Chris Delbene	Chairman
	Diana Jordan-Baldwin	Vice Chairman
	Jeremy Vencil	Assistant Secretary
	Brian Wing	Assistant Secretary
	Gianna Krol	
District Manager	Carol Brown	Rizzetta & Company
District Counsel	Jennifer Kilinski	KE Law Group JMT
District Engineer	Mike Yuro	Yuro & Associates, LLC

**All cellular phones and pagers must be silenced while in the meeting room.
The District Agenda is comprised of five different sections:**

The **regular** meeting will begin promptly at **6:30 p.m.** with the first section which is called **Audience Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. The fourth section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (904) 436-6270 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Audience Comments and Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (904) 436-6270, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.turnbullcreekcdd.com

**Board of Supervisors
Turnbull Creek Community Development District**

**January 3, 2023
Rev. 01.06.23**

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District will be held on January 10, 2023 at 6:30 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

- 1. CALL TO ORDER / ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION – Part A**

- A. Oath of Office.....Tab 1
- B. Resolution 2023-01; Redesignating Officers.....Tab 2

STAFF REPORTS

- A. District Counsel
- B. District Engineer
 - 1.) Ratification of the following:
 - A.) Yuro & Associates, LLC Professional Engineering Services Agreement.....Tab 3
 - B.) Ratification of Yuro & Associates, LLC Work Authorization #1 for the Annual Master Trust Indenture Report.....Tab 4
 - C.) Ratification of Yuro & Associates, LLC Work Authorization #2 for Pond Bank 11 Re-inspection.....Tab 5
 - 2.) **Review of Pond Bank Repair Report, Final Completion Certification and Invoices**.....Tab 6
 - 3.) Consideration of Resolution 2023-02; Interim Easement Variance Policy and Application Fee.....Tab 7
 - 4.) Update & Discussion on Parking Lot Expansion and Proposal(s).....Tab 8
 - 5.) Consideration of Matthews Design Group, LLC for Professional Engineering Consulting Services.....Tab 9
- C. Landscape Manager
 - 1.) Trimac Landscaping Management Report, dated December 2022.....Tab 10
 - 2.) Consideration of Pine Straw and Mulch Proposal(s).....Tab 11
 - 3.) Consideration of Volleyball Repair Proposal(s).....Tab 12
 - 4.) Consideration of Ant Treatment Proposal(s).....Tab 13
- D. Amenity and Field Operation Managers
 - 1.) **Amenity and Field Manager Report, dated January 2023**.....Tab 13A
 - 2.) Update and Discussion on Poolsure Agreement and Proposal..Tab 14
 - 3.) Consideration of Amendment to the Following Instructor Agreements: Ancient City Soccer, Gift of Dance, & Vesta Amenity

Athletic Soccer.....	Tab 15
E. District Manager	
1.) Update on Waste Service Agreements	
4. BUSINESS ITEMS	
A. Consideration of FEMA Addendum to Supplementary Conditions Relating to Federal Standards.....	Tab 16
B. Consideration of the Tri-Party Succession Agreement and Consent Form.....	Tab 17
C. Consideration of the Addendum to Engagement Letter Between Berger, Toombs, Elam, Gaines and Frank.....	Tab 18
D. Consideration of Workers Compensation Insurance Policy.....	Tab 19
E. Consideration of United Parcel Service Land Use Agreement.....	Tab 20
F. Consideration of Slide Repair Proposal(s).....	Tab 21
G. Consideration of Pool Paver Proposal(s).....	Tab 22
H.Consideration of the Southern Recreation Shade Proposal.....	Tab 23
I.Consideration of Pest Control Proposal(s).....	Tab 24
J. Update on Security Agreements*	
BUSINESS ADMINISTRATION – Part B	
A.Approval of Consent Agenda:.....	Tab 25
1.) Consideration of Minutes of the Board of Supervisors’ Regular Meeting held November 8, 2022	
2.) Ratification of the Operation and Maintenance Expenditures for September 2022 & October 2022	
5. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS	
6. ADJOURNMENT	

**Florida law requires Board discussions related to the District’s security system, as well as any discussions that would reveal the operations of the security system, types of equipment, and/or locations, to be held in a closed session, per Section 119.07138 and Section 281.301 of the Florida Statutes. Only the Board and staff can be present for discussion of this agenda item.*

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at 904-436-6270 ext. 4631.

Yours kindly,

Carol L. Brown

Carol L. Brown

Tab 1

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Turnbull Creek Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

Tab 2

RESOLUTION 2023-01

**A RESOLUTION OF THE TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING
A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT
SECRETARIES, A TREASURER AND AN ASSISTANT
TREASURER OF THE TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT, AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Board of Supervisors of the Turnbull Creek Community Development District desires to elect the below recited persons to the offices specified.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT:**

1. The following persons are elected to the offices shown:

Chair	_____
Vice Chair	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Secretary	_____
Treasurer	_____
Assistant Treasurer	_____

PASSED AND ADOPTED this 10th day of January 2023.

ATTEST:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Tab 3

**AGREEMENT BETWEEN TURNBULL CREEK COMMUNITY DEVELOPMENT
DISTRICT AND YURO & ASSOCIATES, LLC FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into as of this 17 day of November 2022, by and between:

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located within St. Johns County, Florida and with an address of c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 ("**District**"); and

YURO & ASSOCIATES, LLC, a Florida limited liability company, with a business address of 145 Hilden Road, Unit 108, Ponte Vedra, FL 32081 ("**Engineer**").

RECITALS

WHEREAS, the District is a local unit of special purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended ("**Act**"); and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ("**Board**") determined Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services, including but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring and contract administration associated with District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board by written work authorization, provide general services related to construction of any District projects and shall provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
 - i. Periodic visits to the site, part-time or full-time construction management of District projects, as may be recommended by the Engineer and authorized by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District,

provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. Engineer shall request such work authorizations in its professional capacity as Engineer when it is deemed desirable or necessary and the District is relying on the Engineer to make such recommendations when Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under the contract shall be at the sole option of the District but with advice and recommendations by the Engineer.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over an authorized project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

6. **TERM OF CONTRACT.** It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant to the terms herein.

7. **SPECIAL SERVICES.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis with no markup.

8. **BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. **OWNERSHIP OF DOCUMENTS.**

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as

the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable cost provided as a service hereunder are to be made on the basis of experience and qualifications and represent the best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense.

13. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability - Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

15. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

16. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Three Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to

District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

18. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

19. PUBLIC RECORDS. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Engineer acknowledges that the designated Public Records Custodian for the District is **Carol Brown**.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270 EXT 4631, INFO@RIZZETTA.COM, OR 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

20. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

21. E-VERIFY. The Engineer shall comply with and perform all applicable provisions

of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. If the Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

22. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

23. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

24. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

25. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

26. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

27. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in St. Johns County, Florida.

28. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

29. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

30. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

31. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

32. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

A. If to District: Turnbull Creek Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

Attn: District Counsel

B. If to Contractor:

Yuro & Associates, LLC
145 Hilden Road, Unit 108
Ponte Vedra, Florida 32081
Attn: Mike Yuro

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

33. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

34. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

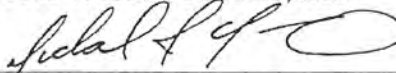
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

/s/ Chris DelBene

Chairperson, Board of Supervisors

YURO & ASSOCIATES, LLC



By: Michael J. Yuro, P.E.

Its: President

Exhibit A: Hourly Fee Schedule

EXHIBIT A
Hourly Fee Schedule
(attached on following page)



- Engineering / Permitting
- Development Services
- Property Management
- Construction Management
- ADA Consulting

Yuro & Associates, LLC
FY 2022 Fee Schedule

PROFESSIONAL SERVICES

HOURLY RATE

Principal (<i>Professional Engineer</i>).....	\$ 145.00
Project Manager (<i>Professional Engineer</i>).....	\$ 135.00
Engineer (<i>EIT</i>).....	\$ 125.00
Designer / Draftsman	\$ 115.00
Construction Manager / Inspector.....	\$ 115.00
Administrative.....	\$ 95.00

REIMBURSABLE EXPENSES:

- Paper Copies:
 - 8 ½" x 11" B&W - \$0.20 each
 - 8 ½" x 11" Color - \$0.35 each
 - 11" x 17" B&W - \$0.40 each
 - 11" x 17" Color - \$0.70 each
- Binding: \$5.00 per document
- The following items will be billed at cost plus 10%
 - 24" x36" Plots (Color and B&W)
 - Travel & Hotel Expenses
 - Shipping and delivery
- Mileage charged at current IRS rates

Signature: 
Chris DelBene (Nov 17, 2022 19:44 EST)

Email: cmdelbene@outlook.com







Turnbull Creek CDD - Yuro & Associate, LLC Agreement

Final Audit Report

2022-11-18

Created:	2022-11-17
By:	Carol Brown (clbrown@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAwdi-RD_CnFUgYi6Qte5Kfhla5bH5w1G6

"Turnbull Creek CDD - Yuro & Associate, LLC Agreement" History

-  Document created by Carol Brown (clbrown@rizzetta.com)
2022-11-17 - 4:29:42 PM GMT
-  Document emailed to cmdelbene@outlook.com for signature
2022-11-17 - 4:30:42 PM GMT
-  Email viewed by cmdelbene@outlook.com
2022-11-18 - 0:43:05 AM GMT
-  Signer cmdelbene@outlook.com entered name at signing as Chris Delbene
2022-11-18 - 0:44:53 AM GMT
-  Document e-signed by Chris Delbene (cmdelbene@outlook.com)
Signature Date: 2022-11-18 - 0:44:55 AM GMT - Time Source: server
-  Agreement completed.
2022-11-18 - 0:44:55 AM GMT



Adobe Acrobat Sign

Tab 4

**WORK AUTHORIZATION #1 FOR
ADDITIONAL PROFESSIONAL ENGINEERING SERVICES**

THIS WORK AUTHORIZATION (the “Work Authorization”), dated November __, 2022, authorizes certain work in accordance with that certain *Agreement for Professional Engineering Services* (the “Agreement”), dated November __, 2022, by and between:

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in St. Johns County, Florida, and whose address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“the District”), and

YURO & ASSOCIATES, LLC, a Florida limited liability company, whose address is 145 Hilden Road, Unit 108, Ponte Vedra, Florida 32081 (the “Contractor,” and together with the District, the “Parties”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any and all Exhibits and Amendments thereto, the Contractor will provide engineering services to prepare the annual Master Trust Indenture Report, as more specifically described in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “Additional Services”).

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be a fee amount of Two Thousand Six Hundred and Fifty Dollars (**\$2,650.00**) in accordance with the price quote attached as **Exhibit A**.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

YURO & ASSOCIATES, LLC

By: _____

Its: _____

Exhibit A: Proposal

EXHIBIT A



145 Hilden Road, Unit 108
Ponte Vedra, FL 32081

Estimate

Date	Estimate #
6/28/22	1172

Name / Address
KE Law Group Jennifer Kilinski 2016 Delta Blvd., Suite 101 Tallahassee, FL 32303

		Job No.	P.O. No
Description			
TURNBULL CREEK - ANNUAL MASTER TRUST INDENTURE REPORT			2,650.00
Yuro & Associates will prepare the annual Master Trust Indenture Report for the Turnbull Creek CDD pursuant to section 9.21 of the Master Trust Indenture.			
This effort will include a site inspection to evaluate the following elements: the Amenity Center, Playground Areas, Entry Features, Barms & Landscaping, Mail Kiosks and Stormwater Facilities. We will also coordinate with staff to determine recent improvements to any of these facilities, if applicable and we will then draft the Engineers Report and provide a signed & sealed copy to the District.			
Total			\$2,650.00

Accepted By: _____

145 Hilden Road, Unit 108, Ponte Vedra, FL 32081
(904) 342-5199 * myuro@mjyuro.com

Tab 5

**WORK AUTHORIZATION #2 FOR
ADDITIONAL PROFESSIONAL ENGINEERING SERVICES**

THIS WORK AUTHORIZATION (the “Work Authorization”), dated December __, 2022, authorizes certain work in accordance with that certain *Agreement for Professional Engineering Services* (the “Agreement”), dated November __, 2022, by and between:

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in St. Johns County, Florida, and with an address c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District”), and

YURO & ASSOCIATES, LLC, a Florida limited liability company, with an address of 145 Hilden Road, Unit 108, Ponte Vedra, Florida 32081 (the “Engineer,” and together with the District, the “Parties”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any and all Exhibits and Amendments thereto, the Engineer will provide engineering services and a professional opinion regarding certification of completion of pond bank 11, as more specifically described in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “Additional Services”).

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall not exceed five hours at One Hundred Forty-Five Dollars (**\$145.00**) per hour, not to exceed Seven Hundred Twenty-Five Dollars (**\$725.00**) in accordance with the price quote attached as **Exhibit A**.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Engineer to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below. Engineer shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

YURO & ASSOCIATES, LLC

By: _____

Its: _____

Exhibit A: Proposal

EXHIBIT A

Work Authorization for a second opinion on completion consistent with the plans and specifications set forth in that certain agreement between the District and Boudreaux's Pro Grade, which will include pond bank inspection services with a NTE \$725.00, which broken down at a not to exceed 5 hours at \$145/hour, and which will include a final completion certificate as appropriate.

Tab 6



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

To: Turnbull Creek CDD – Board of Supervisors

From: Michael J. Yuro, P.E.
CDD Engineer

RE: Pond Bank Inspection of Improvements completed by Boudreaux's Pro Grade

Date: January 5, 2023

As directed by the Turnbull Creek CDD Board of Supervisors, I have completed an inspection of the pond bank repairs that were completed by Boudreaux's Pro Grade and resulted in a "Certificate of Engineer for Acceptance of Work Completed" signed & dated November 8, 2022. As part of my efforts and prior to my on-site inspection, I reviewed all information provided to me including, but not limited to the following:

- Project Plans titled "Turnbull Creek CDD – Pond Bank Maintenance Project, Pond Bank Repair Plan", by JMT dated July 22, 2021
- Project Request for Proposal, prepared by JMT, dated July 22, 2021
- Agreement with Boudreaux's Pro Grade LLC dated 10/19/2021
- Boudreaux's Pro Grade LLC Change Order #1 dated 1/19/2022
- Revised Method of Completion and Materials (Change Order #2) dated May 2022
- As-Built plan by Clarkson and Associates, inc., dated June 24, 2022

Be advised that I was not on-site during any of the construction efforts so I can't comment on the construction methods. As such, my comments are based only on my review of the above materials and the visual inspection completed on December 21st, 2022. My comments are as follows:

1. General Summary

- a. The areas within the construction limits appeared to have no major washouts (indicating repairs were successful). However, it appears that only specific locations, generally at the lot lines, were addressed and not the entire length of the pond bank within the pond bank repair limits shown on the engineering plans. This is an appropriate approach, in my opinion, if the areas not addressed already were at a 4:1 slope and weren't experiencing erosion. The As-Built drawings showed the majority of the project limits were within a 4:1 slope or very close to that (within 3%).
- b. Many restoration areas appear to be in poor condition with the following issues observed at multiple locations:
 - i. Unhealthy and/or dead sod
 - ii. Poor tie-in of new sod to undisturbed areas
 - iii. Areas of bare ground with no sod (or not enough sod to cover the disturbed area)



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

Pond Bank Inspection
January 5, 2023
Page 2 of 2

2. Additional comments for specific areas:

- Several areas appear to have a “lip” at the top of slope, which indicates that those areas don’t have a consistent 4:1 slope as shown on the detail in the engineering plans
- Silt fences are still in place in several locations
- There is a depression forming at the fence post near 2112 S. Sorrento Hills Rd. I can’t tell if the fence was there during construction or if it’s new, but if not addressed I would anticipate this growing into a larger issue in the future.
- There is a new washout forming behind 1925 & 1929 Amalfi Court that should be addressed
- There is a gutter downspout drain that stops at the top of bank and appears to be causing erosion behind 1861/1869 S. Cappero Drive
- There is a significant area of bare ground at the top of bank behind 1851 S. Cappero Drive. I would recommend this area be grassed to avoid future erosion issues

3. Recommendations:

- Request the contractor return to the site to improve the restoration areas, including adding healthy sod where necessary and ensuring a clean tie-in to the existing “non-disturbed” areas. The seam between these areas should be minimally noticeable
- Request the contractor add sod to bare areas and areas where not enough sod was installed to fully cover the restoration
- Request the contractor remove existing silt fence
- Request the contractor address the few areas where erosion is currently noticeable
- Suggest removing downspout or extending it into the pond below the water level.

I hope you find this report helpful. I’ll be happy to elaborate on my inspection and answer any questions at the next CDD meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael J. Yuro', with a stylized flourish at the end.

Michael J. Yuro, P.E.
Turnbull Creek CDD – District Engineer

Exhibit A
CERTIFICATE OF ENGINEER
FOR ACCEPTANCE OF WORK COMPLETED

~~October~~, 2022
November 8, 2022

Board of Supervisors
Turnbull Creek Community Development District

Re: Turnbull Creek Community Development District
Acceptance of Pond Bank Repair Project completed by Boudreaux's Pro Grade LLC
("Contractor")

Ladies and Gentlemen:

The undersigned, as an engineer licensed to practice in Florida and as an authorized representative of Johnson, Mirmiran & Thompson, Inc. ("**Engineer**"), in its capacity as the engineer of record for the Turnbull Creek Community Development District ("**District**"), and in connection with the design and construction of the project contemplated in that certain *Agreement for Bond Bank Maintenance between Turnbull Creek Community Development District and Boudreaux's Pro Grade LLC*, dated October 19, 2021, as amended by that certain *First Addendum to the Agreement between Boudreaux's Pro Grade LLC and the Turnbull Creek Community Development District Regarding the Provision of Pond Bank Maintenance Services*, dated January 20, 2022 (together, the "**Agreement**" and the work and services described therein, the "**Project**"), hereby makes the following certifications to the best of its knowledge, information and belief, in connection with the acceptance of the Project by the District. Subject to the qualifications stated herein, the undersigned understands that the District is relying on this Certificate of Engineer, among various factors, considerations, and information available to it, in agreeing to accept the Project as completed, and hereby certifies¹ that:

1. I have reasonably inspected the Project site through visual observation and review of information furnished to me by the contractor, on site personnel and others residing within the District, and am knowledgeable about the observed condition thereof, and I prepared the initial Project plans titled "Turnbull Creek CDD – Pond Bank Maintenance Project, Pond Bank Repair Plan" by JMT, dated July 22, 2021 ("**Plans**") and am knowledgeable about the requirements and specifications set forth therein, including but not limited to the permit conditions.
2. The Plans as designed are appropriate and adequate for the intended purpose of the Project, which is to repair erosion of the specified pond banks in a safe and sustainable manner such that, when constructed in substantial accordance with the design and properly maintained: (1) the District's stormwater management/drainage infrastructure within the scope of the Project is, and is expected to remain, capable of functioning in a manner compliant with the applicable state, federal, and local laws, rules, regulations, ordinances, and permits governing the Project, (2) risks to persons and property on account of the erosion within the Project vicinity are minimized, and (3) the completed Project is, and is expected to remain, capable of withstanding

¹ The District acknowledges that (i) the Engineer did not perform exhaustive inspections, conducted limited sampling, and limited materials testing, and the scope of the Engineer's involvement during the construction phase was limited, and (ii) this Certificate is not intended and shall not be used or construed to expand the scope or imply or impose additional responsibilities upon the Engineer beyond its responsibility as the engineer of record for the Project, including without limitation any responsibility for the sufficiency of the actual fabrication, installation, manner, means, methods, or quality of construction installed on the Project.

ordinary wear and tear incurred in the ordinary course of use and maintenance, under normal circumstances, including but not limited to access by pedestrians, maintenance personnel, and ordinary commercial landscaping equipment, without excessive erosion, compacting, or standing water within the expected useful life of the Project. This certification is made solely on the basis of actual knowledge and professional judgment of the engineer and shall not be deemed or construed as a guarantee or warranty of the engineer beyond that set forth herein in law. It is understood that any repairs, maintenance or warranty required by the District, shall be exclusively provided by the Contractor or others, and not by the engineer.

3. I have personally inspected, through limited visual observations within the Engineer's scope of services (but not through exhaustive inspection or invasive testing or materials testing), as well as information received by me from the contractor, onsite personnel and persons residing within the District, the work completed under the Agreement, including the materials and workmanship as readily apparent through such limited inspections, and hereby certify to the best of my knowledge and professional judgment as follows:
 - a. As completed, the Project appears that it complies in all material respects with the requirements of the Plans.
 - b. The materials used are compliant with the Plans, in which case they are appropriate for the intended purpose of the Project so long as they have been installed correctly.
 - c. All fill dirt/material appears to be appropriate for purposes of the Project so long as it has been properly compacted, graded, and otherwise installed.
 - d. The sod installed appears to be of a quantity and type specified, which is appropriate for the intended purpose so long as it has been installed correctly.
4. In my professional opinion, the Project was completed in accordance with the specifications of the Plans and has an expected useful life of fifteen to twenty years, absent unusual and extraordinary acts of God, including but not limited to fires, hurricanes, tornados, earthquakes, sinkholes, and floods ("**Acts of God**"). For purposes of this certification, Acts of God does not include normal seasonal adverse weather typical for the geographic area of the Project, including rain and wind ordinarily expected in such geographic area without substantial maintenance or preparations, but excluding all hurricanes, tropical storms, and similar weather emergencies. This certification is based upon engineer's professional judgment and experience; however, District expressly acknowledges that engineer cannot and does not assume any maintenance responsibility or liability for floods or weather events which cause erosion or other damage to the Project or to persons or property within the District.
5. During the course of my observation of the Project, and with respect to the improvements comprising same, I did not observe, nor am I otherwise aware of, any violations of any applicable building codes and laws applicable thereto including, specifically, the Americans with Disabilities Act of 1990. Further, during the course of my observation I did not observe any patent defects with regard to the Project nor am I aware of any latent defects pertaining thereto.
6. All known plans, permits and specifications necessary for the operation and maintenance of the Project are complete. These certifications are made based on the engineer's knowledge, based upon limited observations and its professional opinion that the work generally complies with the stated requirements; but shall not in any way constitute a warranty that the work performed by the Contractor or others at the Project complies in all respects or is free from any or all defects. Nothing herein shall relieve the Contractor, the District, or any other person or entity of its responsibilities under the Agreement or otherwise relating to the Project.

I hereby declare that I have read the foregoing certificate and that to the best of my knowledge, information, and belief, the facts stated in it are true.

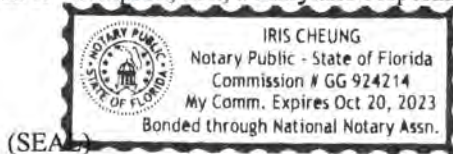


(Signature)

By: Steven Collins
Print Name: Steven Collins, Ph.D., P.E.
Its:

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 8th day of October 2022, by Steven Collins, Ph.D., P.E., as _____ of Johnson, Mirmiran & Thompson, Inc., a Maryland corporation, on behalf of the company.



Signature of Notary Public

Iris Cheung
Name of Notary Public
(Typed, Printed or Stamped)

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced: _____

Boudreaux's Pro Grade LLC
705 Hope Street
Ormond Beach, FL 32174
(386) 214-3672
dale@boudreauxsprograde.com

BILL TO
Turnbull Creek CDD

INVOICE 7947

DATE 11/15/2022 **TERMS** Due on receipt

PROJECT
Turnbull

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Import and place up to 1422 CY of clean compactable fill. Compact and grade per plans dated 07/22/21. Remove all debris from site			41,576.00
	Material and labor to install up to 73320 SF of geogrid confinement cells			16,567.20
	Material and labor to install up to 109980 SF of St Augustine sod. Maintenance of sod once installed to be done by others			60,489.00
	CWO # 1 - Approved			7,247.40
	Extra: Install Silt Fence			200.00
This is Final Payment Request				

PAYMENT 86,982.10

TOTAL DUE **\$39,097.50**

Thank you for your business!



Carol Brown
Managing Director
Rizetta & Company
3434 Colwell Ave
Unit 200
Tampa, FL 33614

Attn: District Manager

Remit to: Johnson, Mirmiran & Thompson, Inc.
Attn: Accounts Receivable
40 Wight Avenue
Hunt Valley, MD 21030

Invoice Date: 12/7/2022
Invoice Number: 8-202438 FINAL
Period Ending: 11/11/2022
JMT Project Number: 20-02086-001
Prepared By: Amanda Engle
Email: Aengle@JMT.com

Turnbull Creek Community Development District - FY21

<u>Period Ending</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount this Invoice</u>
11/11/2022	Steven Collins	Senior Engineer	14.00	\$175.00	\$2,450.00

Amount Due This Invoice: \$2,450.00

"Certified that all invoicing is true and correct and payment has not yet been received."

Steven Collins

Steven Collins, Senior Engineer

Federal I.D. Number 52-0963531



Remit to: Johnson, Mirmiran & Thompson, Inc.
Attn: Accounts Receivable
40 Wight Avenue
Hunt Valley, MD 21030

Invoice Date: December 7, 2022
Invoice Number: 8-202438 FINAL
Period Ending: 11/11/2022
JMT Project Number: 20-02086-001
Prepared By: Amanda Engle
Email: Aengle@JMT.com

Tumbl Creek Community Development District - FY21

Work Performed Notes

Employee	Date	Comment	Hours	Additional Comments
Steven Collins				
	8/23/2022	Respond to Carol Brown's inquiry on pond restoration contractors. Provide a list with contact info for those companies which specialize on this work.	0.50	
	8/29/2022	Phone call with Jennifer Kilinski/Carol Brown to discuss Boudreaux's response with respect to pond bak project. Call Boudreaux to discuss deficiencies and if they are willing to address them. Two hour total 11:30AM-1:34PM)	2.00	
	9/2/2022	Conversation with Chris Nieves about how to proceed. Chris is willing to put up silt fence if he does not have to repair the steep grade at the top slope	0.50	
	9/8/2022	Phone meeting with CDD and contractor to come to and agreement in resolving deficiencies	1.00	
	9/13/2022	Public meeting attendance via phone	1.50	
	10/11/2022	Meeting request from Carol Brown. Meeting with Jennifer Kilinski, Chris Delbene and Carol Brown to discuss response to Contractor.	0.50	
	11/2/2022	Final Inspection and report	6.00	
	11/8/2022	Public Meeting 6pm-8pm via phone	2.00	
Hours Summary			14.00	

"Certified that all invoicing is true and correct and payment has not yet been received."

Steven Collins

Steven Collins, Senior Engineer

Tab 7

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERIM RATE AND FEE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Turnbull Creek Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District intends to adopt a certain user rate and fee through the rulemaking procedures set forth in Chapters 120 and 190, *Florida Statutes* in the near future but is not at this time prepared to address all potentially affected rates and fees; and

WHEREAS, on January 10, 2023 the District’s Board of Supervisors (“Board”), reviewed the District’s policy for variance applications for installation of improvements; and

WHEREAS, the Board a set fee of \$500 for review of such applications and desires to adopt a review fee of \$500.00 on an interim basis as set forth herein; and

WHEREAS, the District’s Board of Supervisors desire to temporarily adopt a \$500.00 variance review fee for a period not to exceed one year from the effective date of this Resolution, which proposed rate and fee are attached hereto as **Exhibit A** (“Interim Rate and Fee”); and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to temporarily adopt the Interim Rate and Fee in order to evaluate the budgetary impact that it will have and to review other potential and current rates and charges of the District that may need to be addressed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. Upon passage of this Resolution, the Interim Rate and Fee shall be adopted for not to exceed one year from the effective date of this Resolution, or sooner as determined by the Board, before a public hearing on such Interim Rate will be held.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 10Th day of January 2023.

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Chairperson/Vice Chairperson, District Board

Exhibit A
Interim Rate and Fee

\$500 as an application fee to offset costs of District engineer review of the proposed and final improvements and recording of the easement agreement.

Tab 8



A Property Service Company

QUOTE

DATE: OCTOBER 10, 2022

BILL TO: Jim Schieszer
101 W Positano Ave
St Augustine, FL.
Mobile: 904.759.9833
Email: jschieszer@rmsnf.com

Prepared By: Tyler Holland
Project Manager
1909 Parental Home Rd. Ste 1
Jacksonville, FL. 32216
Mobile: 904.718.2625
Email: tyler.holland@prosealedasphalt.com

****THIS IS A 3-PG. DOCUMENT. PLEASE INITIAL, SIGN & RETURN****

JOB LOCATION	PAYMENT TERMS
101 W Positano Ave St Augustine, FL.	50% Deposit; Remainder due Upon Completion

TYPE OF SERVICE	DESCRIPTION	LINE TOTAL
Millings Install (Approx. 12,145 sf)	<ul style="list-style-type: none"> Saw cut and remove up to 22 lf of concrete curbing where millings drive connects to paved parking. Remove up to 4 in of dirt, approx. 200 tons, and move to location off site. Supply & Install asphalt millings, approx. 200 tons, 10 truckloads. (Depth will vary depending on need) Compact newly installed asphalt millings with Basic Equipment Split Drum Roller. **JOB IS PRICED FOR 200 TONS OF ASPHALT MILLINGS & 10 TRUCKLOADS. OVERAGES DUE TO LEVELING OR ADDITIONAL S.F./S.Y. WILL BE BILLED AT \$800 PER TRUCK FOR ASPHALT MILLINGS.** ASPHALT MILLINGS PRICE SUBJECT TO CHANGE AT TIME OF CONTRACT BASED ON PRICING/AVAILABILITY AT TIME OF COMPLETION. Millings cannot be striped, the lines on the image attached is just for visual of what is to be achieved. Asphalt walking path will not be removed, millings will meet up to it on each side. 	\$34,429.20
Mobilization Fee	<ul style="list-style-type: none"> Job is priced to be completed in (3) mobilizations. Each additional mobilization because of lack of access to the job, after arriving on-site and being told we cannot work or scope of work has changed without 24 hours' notice or unforeseen conditions not caused by weather or PSA will be billed at \$2,495.00 per mobilization. 	N/A
Total Charge		\$34,429.20

****Please note that asphalt millings are a permeable surface and as a result of this weeds/grass will eventually grow through the surface. Millings may also develop potholes overtime as cars begin to drive over them. PSA cannot warranty against this defect. If we are called as a result of this we will repair at mobilization cost above or cost of repair at the time, whichever is greater.****

****PAYMENT TERMS: 50% DEPOSIT; REMAINDER DUE UPON COMPLETION. 100% OF BALANCE MUST BE PAID PRIOR TO COMPLETION OF ANY PUNCHOUT AND/OR WARRANTY WORK. INVOICES NOT PAID IN FULL WILL BE SUBJECT TO LATE FEES OUTLINED FURTHER IN THE CONTRACT.****

****PLEASE NOTE: WE CANNOT GUARANTEE MATERIAL PRICING (i.e. asphalt, sealant, paint, fuel, etc) AT THIS TIME DUE TO MATERIAL SHORTAGES AND DECREASED MATERIAL AVAILABILITY. MATERIAL PRICE SUBJECT TO CHANGE AT TIME OF CONTRACT, UP UNTIL THE TIME THAT WORK BEGINS. MATERIAL PRICING CONFIRMATION WILL TAKE PLACE PRIOR TO PROJECT START DATE.****

Please allow at least 2 weeks for scheduling but could be longer depending on weather and previously scheduled projects.

Please send all billing related inquiries to: ProSealedAsphalt@gmail.com
PLEASE NOTE THAT ALL INVOICES THAT ARE NOT PAID BY THE 15TH DAY AFTER COMPLETION WILL INCUR A FEE OF 2.5%.

This is a quotation on the services described above. Work guaranteed for three (3) months against defective workmanship and material excluding normal traffic wear/tear subjected to the conditions below:

Contract Terms & Conditions- What to Expect

1. All parties agree **that work to be performed is 'Weather Permitting'**
2. Work in this proposal is priced to be performed together or in conjunction with one another. All work presented in this proposal is to be accepted together or proposal will need to be revised.
3. Asphalt Millings may develop potholes or have water ponding over-time. If we are called out as a result of this a \$1,200.00 mobilization fee will be applied prior to fixing.
4. Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$2,500.00 charge will be paid to Pro Sealed Asphalt, Inc. as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption **to PSA's work schedule.**
5. Owner/Authorized Agent/Manager responsible for notifying Pro Sealed Asphalt, Inc. of any prevailing wage, certified payroll and EEO circumstances, if applicable. Failure to disclose any prevailing wage rate requirements may result in the difference between Pro Sealed Asphalt, Inc pay rates and regulated pay rates being added to the invoice at the time of billing.
6. Contractor to be notified of any additional construction work going on property simultaneously and has the right to modify the schedule accordingly. Additional mobilization fees may apply if touchups are required as a result of construction work occurring simultaneously.
7. Management to make tenants aware of possible dusting/damage to cars due to mixing, cutting, and/or grinding of asphalt/concrete. Due diligence will be taken to blow any dust/debris away from cars. Not responsible for damages to vehicles due to cutting, grinding, and/or removal of asphalt/concrete areas.
8. **Pro Sealed Asphalt, Inc. and any of it's subcontractors are not responsible** for damage to buried lines, cables, wiring, pipes, utilities, or other underground obstructions not clearly marked prior to commencement of work. It is the responsibility of the customer to ensure that all of these areas are surveyed and clearly marked prior to commencement of work.
9. **Pro Sealed Asphalt cannot guarantee there won't be any water ponding or reflective cracking. Material takes 20-30 days to fully cure out.** You may see some light peeling during this time period.
10. All oil spots will be cleaned and primed with spot primer. Areas with heavy oil stains, even treated with oil spot primer, may appear through sealer over time. It is recommended to saw cut and remove asphalt with heavy oil stains. The pavement will be cleaned of all debris and vegetation. (Applies if sealcoating only; not included with other services).
11. 4 inches of striped lines (white or yellow) per your specifications, and handicap emblems. Pavement markings are to be painted according to existing parking lot layout. Contractor makes no claim that pavement markings will meet local, state, and federal ADA compliance. If ADA compliance is a concern, a civil engineer will need to review. Engineering is quoted on a case by case basis and an ADA Consultation with a State Certified Civil Engineer. Since Pro Sealed Asphalt, Inc was not the company that provided initial new striping layout we cannot warranty against peeling/product failure that results from previously used oil based or other non-compatible paint. If Pro Sealed Asphalt, Inc is called out as a result of this additional charges will occur.
12. All irrigation/sprinkler systems must be turned off 24 hours prior to work commencing and 24 hours after work completion. PSA is not responsible for washing away of sealant as a result of this not being done.
13. Down time due to customer responsibilities will be an additional charge. Area to be cleared prior to work commencing, customer is responsible for moving items/vehicles. Owner/Authorized Agent is responsible for having a tow truck company on stand-by a minimum of 72 hours prior to work commencing. If items/vehicles not moved once PSA is on site an additional mobilization fee will be applied. If PSA has to come back on a day other than agreed upon commencement date or if there is a delay in start time due to items/vehicles still being in place once PSA is on site a mobilization fee will be applied.
14. Any additional days due **to vehicles left unattended, irrigation systems on, tenant's not cooperating,** dumpsters, roll off cans, etc will be photo documented and sent to management. If additional days are required to complete the project or other reasons for mobilization fees to be applied as outlined in this contract; services will be billed as follows:

Sealcoating - \$1200.00 per day / Paving - \$5000.00 per day / Striping - \$500.00 per day

15. PSA recommends that customer/tenants refrain from driving on freshly sealed asphalt for at least 24 hours to allow proper curing time. Pro Sealed Asphalt is not responsible for product failure as a result of early drive time or opening of quarantined areas prematurely. Not responsible for sealer tracking on sidewalks & curbing for areas compromised.
16. Cannot guarantee life span of sealer where water ponding is occurring and/or excessive asphalt cracking currently exists.
17. Sealer cures up to 30 days after application: Stains from roof drain runoff, irrigation systems, tree leaves/pollen, and tire marks are temporary and will blend/fade over time.
18. Owner/Authorized Agent are responsible for notifying all tenants/property owners of work to be performed at least one week prior to work commencing.
19. PSA cannot guarantee paint adhesion on wheel stops and/or curbing where paint is cracked, peeling, and/or delaminated paint. Pressure washing services are available at an additional cost.
20. Permitting, Testing, Surveys, **Engineer's Drawings; not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees as a result of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager.**

If there is a work order change at any time during the project, a work change order sheet will be submitted for signature and approval. Once accepted, payment for the specified work order must be paid in full prior to start of new requests. NOTE: Invoices must be paid UPON RECEIPT. Workers comp and general liability certificates are available upon request. Deposits are NON-REFUNDABLE due to the fact they are used to purchase material and secure equipment for the job.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the **date of termination, including a reasonable profit overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals)**, and interest at the rate of 1 ½% per month, 18% per year. In the event of litigation of this contract, venue of same shall lie in Duval County, Florida and the prevailing **party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party.** Insurance Certificates and Licenses Provided upon request *any changes or additions to standard coverage at additional cost. Pro Sealed Asphalt, Inc. and its material suppliers follows Florida Lien procedures as set forth by Florida Statutes Sections 713.001-713.37. A Notice to Owner (NTO) will be filed to ownership within 40 days after first day on job. A lien will be filed if payment is not received after work is completed; excluding any warranty work (if applicable).

Job is priced for daytime/week-day work only. If night-time or weekend work is required there will be an additional fee. Job Site will be blocked off using safety cones and, or caution tape. PSA is not responsible for persons breaking through barricades or damages/injuries as a result of negligence by others.* Completion time-frame is always "weather permitting." GemSeal® FedSpec will be applied only when pavement and ambient temperatures are continuously above 50°F for at least 24 hours following application and no rain is forecast for that period. Cooler temperatures (below 70°F) and/or damp or overcast conditions will lengthen curing times.**

Acceptance of these terms/conditions above constitutes a binding contract and do hereby release and forever discharge Pro Sealed Asphalt, Inc. of 1909 Parental Home Rd Ste 1 Jacksonville, FL 32216, their agents, employees, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which I now have or may hereafter have or claim to have, as a result of or in any way relating to this contract and Pro Sealed Asphalt, Inc will not be responsible for any damages or loss and will be indemnified and held harmless for if owner/auth agent directs Pro Sealed Asphalt, Inc. to deviate from the recommended work scope. Any requested deviations to original work scope must be made in writing as or when they happen.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!
WWW.PROSEALEDASPHALT.COM



Tab 9

**AGREEMENT BETWEEN TURNBULL CREEK COMMUNITY DEVELOPMENT
DISTRICT AND MATTHEWS DESIGN GROUP, LLC FOR
PROFESSIONAL ENGINEERING CONSULTING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into as of this ____ day of November 2022, by and between:

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located within St. Johns County, Florida and with an address of c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 (“**District**”); and

MATTHEWS DESIGN GROUP, LLC, a Florida limited liability company, with a business address of 7 Waldo Street, St. Augustine, Florida 32084 (“**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended (“**Act**”); and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a qualifications statement to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (“**Board**”) determined Engineer as a qualified firm to provide professional engineering services for special project consulting services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform special project consulting engineering services, including but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as consulting engineer in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. Engineer shall, when authorized by the Board by written work authorization, provide professional engineering services related to construction, operation, maintenance or other matter pertaining to District special projects and shall provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
 - i. Periodic visits to the site, part-time or full-time construction management of District special projects, as may be recommended by the Engineer and authorized by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- b. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.
- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. Engineer shall request such work authorizations in its professional capacity as Engineer when it is deemed desirable or necessary and the District is relying on the Engineer to make such recommendations when Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under the contract shall be at the sole option of the District but with advice and recommendations by the Engineer.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over an authorized project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

6. **TERM OF CONTRACT.** It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. **SPECIAL SERVICES.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis with no markup.

8. **BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. **OWNERSHIP OF DOCUMENTS.**

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and

supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable cost provided as a service hereunder are to be made on the basis of experience and qualifications and represent the best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense.

13. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability - Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

15. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

16. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Three Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH

REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

18. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

19. PUBLIC RECORDS. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Engineer acknowledges that the designated Public Records Custodian for the District is **Carol Brown**.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270 EXT 4631, INFO@RIZZETTA.COM, OR 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

20. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

21. E-VERIFY. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. If the

Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

22. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

23. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

24. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

25. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

26. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

27. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in St. Johns County, Florida.

28. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

29. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

30. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

31. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

32. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

A. If to District:	Turnbull Creek Community Development District c/o Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200 Tampa, FL 33614 Attn: District Manager
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With a copy to:	KE Law Group, PLLC 2016 Delta Boulevard, Suite 101 Tallahassee, Florida 32303 Attn: District Counsel
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B. If to Contractor:

Matthews Design Group, LLC
7 Waldo Street
St. Augustine, Florida 32084
Attn: Rob Matthews

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

33. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

34. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

MATTHEWS DESIGN GROUP, LLC



By: Rob A. Matthews III

Its: President

Exhibit A: Hourly Fee Schedule

EXHIBIT A
Hourly Fee Schedule



Matthews Design Group Schedule of Charges (Effective 7/1/2022)

Personnel Classification	Rate Range
PRINCIPAL/SENIOR LEADS	
Principal	\$360.00
Division Lead	\$240.00 - \$300.00
Program Manager	\$240.00 - \$275.00
SENIOR PROFESSIONAL	
Senior Professional Engineer	\$200.00 - \$255.00
Senior Planner	\$195.00 - \$225.00
Senior Landscape Architect	\$180.00 - \$240.00
Senior Construction Inspector	\$155.00 - \$200.00
PROFESSIONAL	
Professional Engineer	\$180.00 - \$215.00
Project Engineer	\$140.00 - \$180.00
Planner	\$150.00 - \$190.00
Landscape Architect	\$140.00 - \$180.00
Construction Inspector	\$115.00 - \$150.00
DESIGNER	
Senior CAD Designer and Senior Engineering Tech	\$155.00 - \$200.00
CAD Designer and Engineering Tech	\$115.00 - \$150.00
SUPPORT STAFF	
Controller	\$150.00 - \$200.00
Project Administrator and Project Coordinator	\$85.00 - \$110.00

Reimbursable/Direct Expenses. Unless specifically stated, direct expenses will be billed in addition to our lump sum fees. Examples of expenses include, but are not limited to:

- Mileage will be billed per current IRS rates.
- Production costs will be billed at the following rates:
 - Paper copies:
 - 8½"x11" B&W - \$0.27 each
 - 8½"x11" Color - \$0.50 each
 - 11"x17" B&W - \$0.55 each
 - 11"x17" Color - \$0.88 each
 - Plots 24" x 36":
 - Black line plots - \$2.20 each
 - Color plots - \$55.00 each
 - Mylar - \$44.00 each
 - Binding: \$5.50 per book
 - Foam Board Mounted Color Plots: \$71.00 each
 - CD containing project data (i.e. CAD files, photographs, documents, etc.): \$13.20/each

Tab 10

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)		Week Starting: 12/26-12/30
1.0 Maintenance		Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)		
1.1 Mowing (by Friday of each week) 3 days / week		Comments
All Turf & Pond Areas		Note below all areas or ponds not mowed per schedule with reason
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5		Christmas holiday observed
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	X	mowed areas as needed
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	X	mowed entrance areas at Pacetti and Rt.16
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	X	removed berm debris and sprayed
Friday - Outer berms off od SR16 & Pacetti Rd		New Year holiday observed
1.2 String Trimming		Comments
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	X	
1.3 Edging		Comments
All hardscape and paved trails at each mowing cycle		
1.4 Blowing		Comments
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	X	
1.5 Weed Control		Comments
Weeding of plant beds, all natural areas and berms		continued spraying these areas
Pre & Post emergents applied at appropriate times		
1.6 Pruning	X	Comments
Shrubs,vines and orimantal trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.		spraying berm sections as needed throughout
Trees (crape Myrtles) shall be pruned when dormant (winter)		
Palms trimming shalll be done one time per year (June-July)		
1.7 Berms		Comments
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)		
Weeds to be removed / treated year round as needed	X	continued spraying as needed
2.0 Pesticide Application		
2.1 Turf Pest Control		Comments
Turf inspected weekly and spot treated (As Needed)		
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical		
Top Choice grannular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses		
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	X	spot treated as needed on athletic fields

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

2.2 Shrub & Tree Pest Control		Comments	Page 2 of 2
Shrubs & Trees Pest Control Inspected bi-weekly			
3.0 Fertilization			
3.1 Turf Areas		Comments	
All lawn areas (entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers			
To be completed In 4 rounds (March, May, September & November)			
3.2 Shrubs & Trees		Comments	
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)			
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)			
Seasonal annuals fertilized on 30 day cycles			
4.0 Irrigation (All Inclusive Package) Guidelines			
Bi-Weekly Inspections (26 per year)		Comments	
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	X		
Note: This contract shall include the following at N/C Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement, Relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs, Battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering These are to be completed within 24 hours of notification.			
Note: Things that fall outside the contract The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.			
5.0 Mulching		Comments	
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth			
Pine straw to be applied to all berms areas twice a year (March & September) 3" depth			
6.0 Seasonal Color		Comments	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)			
Areas of seasonal color are:			
SR16 / San Giacomo entrance (420 plants per installion)			
Pacetti Rd / Terracina Dr (85 plants per installation)			
Main entrance at Pacetti Rd (215 plants per installation)			
Amenity center beds and roundabout (612 plants per installation)			
Christmas color display of poinsetta's at amenity center entrance at the holidays			
Signature (Trimac Outdoor, Robert		Signature (Operations Manager) :	

all annuals on property were damaged by multiple frost conditions and were all removed

Tab 11



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #42599

Customer Address

Jim Schieszer
9655 Florida Mining Blvd
Building 300, Suite 305
Jacksonville, Florida 32257
jschieszer@rmsnf.com
904-288-7667

Billing Address

Physical Job Address

Turn Bull Creek CDD
101 W Positano Ave
St. Augustine, FL 32092

Job

Installation of Mulch and Pine
Straw Throughout Community

Estimated Job Start Date

January 1, 2023

Proposed By

Lemese Graham

Due Date

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep: Removal, Disposal,	Hours	100	\$48.00	\$4,800.00
Enhancement labor	Each	0		\$0.00
Pine Straw	Bale	4700	\$6.50	\$30,550.00
Brown Cypress Mulch	Cubic Yard	220	\$48.00	\$10,560.00
			Subtotal	\$45,910.00
Job Total				\$45,910.00

Invoices are Due Upon Receipt. Down to Earth will provide all materials, labor and equipment needed to complete the following scope of work

Proposed By:

Agreed & Accepted By:

Lemese Graham

Down to Earth
Landscape & Irrigation

12/12/2022

Date

Turn Bull Creek CDD

Date

Greenway Lawn and Landscape
4930 Spring Park Rd
Jacksonville, FL 32207 US
jdgreenwaylawns@gmail.com



Estimate

ADDRESS

Turnbull Creek
101 W Positano
St. Augustine, Florida 32092

ESTIMATE # 6660

DATE 11/29/2022

ACTIVITY	QTY	RATE	AMOUNT
Landscape 2 Install approximately 220 yards of brown cypress mulch to all previously mulched bed areas inclusive of all entrances, pool, tree rings, and common areas.	1	11,000.00	11,000.00
Landscape 2 Install approximately 4,700 bales of pine straw to all previously berms and lake pond banks.	1	37,600.00	37,600.00

TOTAL **\$48,600.00**

Accepted By

Accepted Date

PO Box 8699
Fleming Island, FL 32006 US
(904) 505-4694
jillf@trimacoutdoor.com
www.trimacoutdoor.com



ADDRESS

Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

SHIP TO

Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

Estimate 1362

DATE 10/26/2022

ESTIMATOR

Todd Murphy

SCOPE OF WORK

Mulching - Oct. 2022

ACTIVITY	QTY	RATE	AMOUNT
EN - Todd Murphy Install 220 cy Brown Mulch (2nd Top Dressing)	220	50.00	11,000.00
EN - Todd Murphy Install: 4700 Bales Pine straw (2nd Top Dressing)	4,700	6.50	30,550.00

TOTAL \$41,550.00

Accepted By

Accepted Date

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

Pinestraw – 4700 bales
Mulch – 220cy 1"-1.5" depth (Top Dress)
Additional Pinestraw – 800 Bales



Murabella CDD – Mulch and Pinestraw

Tab 12

PO Box 8699
Fleming Island, FL 32006 US
(904) 505-4694
jillf@trimacoutdoor.com
www.trimacoutdoor.com

**ADDRESS**

Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

SHIP TO

Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

Estimate 1599**DATE 12/14/2022****ESTIMATOR**

Todd Murphy

SCOPE OF WORK

Volleyball Court

ACTIVITY	QTY	RATE	AMOUNT
Volleyball Ct.			
EN - Todd Murphy labor to Install and Grade white Sand	24	50.00	1,200.00
EN - Todd Murphy 18cy white Sand w/delivery	18	246.00	4,428.00
EN - Todd Murphy Equipment Rental - Skid steer (Track)	1	1,085.00	1,085.00

TOTAL**\$6,713.00**

Accepted By

Accepted Date

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

TAB 13

Turnbull Creek Community Development District

9655 Florida Mining Blvd., Bldg. 300, Suite 305, Jacksonville, Florida 32257

Memorandum

Date: Jan 10, 2022
To: Turnbull Board of Supervisors
Carol Brown, Darrin Mossing
From: Jim Schieszer, Operations Manager
Erick Hutchison, Amenity Manager
Re: Turnbull Creek CDD
Monthly Murabella Operations Report

The following is a summary of activities related to the RMS operations of the Turnbull Creek Community Development District.

Site Field Manager: Jim Schieszer

1. Property maintenance, janitorial, trash cans bags, trash pickup on all roads and common areas and athletic fields, dog pots & mail kiosks & playground areas.
2. Daily pool maintenance: chemicals & vacuuming, timer changed & ADA lift chairs maintenance.
3. Follow through with resident concerns in regard to property issues, (Ant hills, irrigation breaks, pond bank erosion issues, pond algae and tree issues, etc.)
4. Meeting with Trimac Landscape (Todd Murphy) in regard to landscaping issues and updates.
5. Communications with Robert Jones (Trimac) with irrigation leaks as they occurred for repairs.
6. Communication with Chris Railing (Future Horizons) for lake work and monthly reports.
7. Auditing / Documentation of Trimac Outdoors.
8. Repair of multiple issues on Hoover pump.
9. Procuring bids to repair slide stairwell.
10. Replaced volleyball net
11. Repaired damaged toilet from vandalism in gym restroom.

Amenity Manager: Erick Hutchison

- All rentals and amenities are fully operational and running smoothly
- All high touched surfaces are being sanitized daily

Other Ongoing Projects: Site

-

Should you have any questions or comments regarding the above information, please feel free to contact Jerry Lambert at (248) 807-2763

PO Box 8699
Fleming Island, FL 32006 US
(904) 505-4694
jillf@trimacoutdoor.com
www.trimacoutdoor.com

**ADDRESS**

Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

SHIP TO

Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

Estimate 1523**DATE 12/01/2022****ESTIMATOR**

Todd Murphy

SCOPE OF WORK

Top Choice (Ant Treatment)

ACTIVITY	QTY	RATE	AMOUNT
EN - Todd Murphy Amenity Area - Fields - Treat approx. 300,000sf Turf with Top Choice - Pesticide for Fire Ant Treatment	1	7,150.00	7,150.00
EN - Todd Murphy Pescara - Play Fields - Treat approx. 620,000sf Turf with Top Choice - Pesticide for Fire Ant Treatment	1	14,760.00	14,760.00
Note; This is a Pesticide treatment for Ants and has an estimated residual of 10 Months			

TOTAL**\$21,910.00**

Accepted By

Accepted Date

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

TAB 14



HAWKINS, INC.
HAWKINS WATER TREATMENT GROUP
Brooker, FL
352-477-8251

October 26, 2022

To: Murabella Community
101 W. Positano Ave. St. Augustine, FL 32092

Quote: Chemical Delivery

<u>Item #</u>	<u>Description</u>	<u>Price</u>	<u>UOM</u>
43967	Bleach Ultra-Chlor	\$2.50	1 GA (mini-bulk)
42871	Sulfuric Acid 38-40%	93.57	15 GA Deldrum
40145	Filter Aid DE	49.16	50 LB BG
14420	Sodium bicarbonate	29.38	50 LB BG
40876	45M5 Adjustable Pump	497.50	Each
416069	85M5 Adjustable Pump	512.50	Each
43019	500 GA GL Vertical Tank	645.00	Each

Prices are contingent on a sight visit. Please let me know if you would like for us to proceed with a visit. Thank you for choosing Hawkins.

EXPIRATION: Quote will expire in 30 days.

TERMS: Net 30 days from delivery. Our pricing does not include any installation or sales/excise taxes that may apply.

QUOTATION/PROPOSAL

This quotation constitutes an offer to furnish the items listed subject to; terms and conditions stated hereon; receipt of your purchase order by Hawkins Water Treatment Group, Inc.; and written acceptance of your order by Hawkins Water Treatment Group, Inc. and/or the manufacturer(s) involved.

TAB 15

**Ancient City Soccer Proposal
(Under Separate Cover)**



{the gift of dance}



**Online Registration for Spring
Now Available...**

**Murabella- Thursdays
starting January 19th- May 11th
4:30pm- 5:15pm
Ages 4-6
Ballet**



\$70 per month

Space is Limited



**For more information visit:
giftofdance.net
thegiftofdanceclass@gmail.com
904-434-5607**



Spring Soccer

Registration: January 1 - February 15

Season Games: March 25 - May 20

Boys & Girls Ages 3-14

\$110 per child: Jersey, Shorts & Award

Join us!



Games on Saturdays at Bartram Springs & Heritage Landing.

Practice in a community near you.

Register at [AmenityAthletics.com](https://www.AmenityAthletics.com)

Tab 16

ADDENDUM
SUPPLEMENTARY CONDITIONS RELATING TO FEDERAL STANDARDS

The following supplementary conditions are required to ensure compliance with the standards of the Federal Emergency Management Agency ("FEMA"). Unless otherwise stated herein, the terms used in this Addendum have the meanings stated in the agreement to which this Addendum is attached. As used herein, the term "Contract" means the Agreement identified below together with this Addendum.

Agreement: Landscape & Irrigation Maintenance Services Agreement, dated October 1, 2021, by and between Turnbull Creek Community Development District and Commercial Landscape Professionals, Inc., d/b/a/ Trimac Outdoor

1. REMEDIES (REQUIRED FOR CONTRACTS OVER \$250,000. NO REQUIRED LANGUAGE – BASED ON ENTITY’S PROCEDURES. MODIFY AS NECESSARY TO THE EXTENT NOT ADDRESSED IN PRIMARY CONTRACT)

- a. A default by either party under the Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance.
- b. In the event that either party is required to enforce the Contract by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- c. The District shall be solely responsible for enforcing its rights under the Contract against any interfering third party. Nothing contained in the Contract shall limit or impair the District’s right to protect its rights from interference by a third party.
- d. The Contract and the provisions contained therein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to the Contract shall be in St. Johns County, Florida.
- e. [Address penalties and sanctions as appropriate]

2. TERMINATION FOR CAUSE AND CONVENIENCE (REQUIRED FOR CONTRACTS OVER \$10,000. NO REQUIRED LANGUAGE – BASED ON ENTITY’S PROCEDURES. MODIFY AS NECESSARY TO THE EXTENT NOT ADDRESSED IN PRIMARY CONTRACT)

Either party may terminate the Contract by providing thirty (30) days’ written notice of termination for convenience. The District may terminate this Contract immediately for cause. Upon any termination of the Contract, the Contractor shall be entitled to payment for all authorized services rendered up until the effective termination of the Contract, subject to whatever claims or offsets the District may have against the Contractor as the sole means of recovery for termination.

3. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS The Contractor acknowledges that FEMA financial assistance may be used to fund

the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4. CHANGES

All changes, modifications, change orders, or constructive changes must be made in accordance with the terms of the Contract. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Notwithstanding anything to the contrary, the District will review all proposed changes, modifications, change orders, or constructive changes to ensure they meet the aforementioned conditions, and reserves the right to reject any proposed change that fails to satisfy the aforementioned conditions. The Contractor agrees to provide written documentation in connection with any change prior to commencement of the work associated with the change, confirming that: (1) the change is within the scope of the District's FEMA funding, (2) the change is reasonable under the circumstances, and (3) the Contractor will provide cost documentation of all requested changes, including any markup for overhead and profit as a separate element of the price.

5. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractors must comply with the following, and include these provisions, in full, into any subcontracts:

- a. *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5 the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. § 5.5.
- d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. § 5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 C.F.R. § 5.5.
- e. *Further Compliance with the Contract Work Hours and Safety Standards Act:*
 - i. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
 - ii. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

7. CLEAN AIR ACT (REQUIRED FOR ALL PROCUREMENTS OVER \$150,000)

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to any higher-tier recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. FEDERAL WATER POLLUTION CONTROL ACT (REQUIRED FOR ALL PROCUREMENTS OVER \$150,000)

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. SUSPENSION AND DEBARMENT

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. By entering into this Contract, Contractor certifies that neither it, nor its principals, nor its affiliates are excluded or disqualified as defined above. Contractor additionally certifies that no event has occurred and, to the knowledge of Contractor, no condition exists that may reasonably be expected to result in the debarment or suspension of Contractor from any contracting with the Government, and Contractor nor any subsidiary of Contractor has been subject to any such debarment or suspension prior to the date of this Contract. No Government investigation or inquiry involving fraud, deception or willful misconduct has been commenced in connection with any Government Contract of Contractor or a Subsidiary or any activities of Contractor or any subsidiary. This certification is a material representation of fact relied upon by the District. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the District, the federal

government may pursue available remedies, including but not limited to suspension and/or debarment.

10. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall certify as to the representations in Exhibit A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

11. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. DOMESTIC PREFERENCE FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- b. For purposes of this clause:
 - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- a. The Contractor agrees to provide the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. Additionally, all documents of any kind provided to the District in connection with the Contract may additionally be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law, as more fully described in the Contract. The Contractor agrees to comply with such laws and cooperate in retaining such records for the applicable time periods.

14. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval. The Contractor shall include this provision in any subcontracts.

15. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

17. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In procuring any necessary subcontracts, the Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. As specified in 2 C.F.R. § 200.321(b), affirmative steps **must** include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

18. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the District a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data, to the extent applicable. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the District or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the District data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this Contract in formats acceptable by the District.

19. BONDS (REQUIRED FOR CONSTRUCTION OR FACILITY IMPROVEMENT CONTRACTS AND SUBCONTRACTS EXCEEDING \$250,000)

- a. To the extent this Contract is a contract or subcontract for construction or facility improvement exceeding \$250,000, Contractor shall provide a payment bond and a performance bond for 100% of the Contract price.
- b. Such payment and performance bonds shall be on a form acceptable to the District.

FOR CONTRACTS INVOLVING TELECOMMUNICATIONS EQUIPMENT OR SERVICES, PLEASE SEE REQUIRED LANGUAGE IN SECTION 12 OF THE CONTRACT PROVISIONS GUIDE

FOR PRIME CONSTRUCTION CONTRACTS OVER \$2000 UNDER THE EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, HOMELAND SECURITY GRANT PROGRAM, NONPROFIT SECURITY GRANT PROGRAM,

TRIBAL HOMELAND SECURITY GRANT PROGRAM, PORT SECURITY GRANT PROGRAM, TRANSIT SECURITY GRANT PROGRAM, INTERCITY PASSENGER RAIL PROGRAM, AND REHABILITATION OF HIGH HAZARD POTENTIAL DAMS PROGRAM, SEE REQUIRED LANGUAGE IN SECTION 4 AND 5 OF THE CONTRACT PROVISIONS GUIDE [NOTE: MOST FEMA FUNDING WILL LIKELY BE PROVIDED THROUGH THE PUBLIC ASSISTANCE GRANT PROGRAM, AND THIS LANGUAGE WILL NOT APPLY]

[Signatures on following page]

In witness whereof, the parties hereto have executed this Addendum on the date indicated below.

CONTRACTOR

**COMMERCIAL LANDSCAPE
PROFESSIONALS, INC., d/b/a
TRIMAC OUTDOOR**

Signature

Title

Date

DISTRICT

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Signature

Title

Date

EXHIBIT A
CERTIFICATION REGARDING LOBBYING

By signing below, the undersigned certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. By signing below, the Contractor certifies or affirms the truthfulness of each statement in the above certification and disclosure. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Tab 17

TRI-PARTY SUCCESSION AGREEMENT

This Tri-Party Succession Agreement is dated as of _____, 2022 among Turnbull Creek Community Development District (the “District”), U.S. Bank National Association, as Trustee (“USB”), and U.S. Bank Trust Company, National Association (“Trust Company”). Reference is made to that certain Master Trust Indenture, dated as of March 1, 2005, as amended and supplemented, (collectively, the “Master Indenture”) between the District and USB as successor Trustee to Wachovia Bank, National Association (“Trustee”) thereunder relating to the District’s \$10,650,000 Senior Special Assessment Refunding Bonds, Series 2015A-1, \$2,725,000 Subordinate Special Assessment Refunding Bonds, Series 2015A-2, \$1,020,000 Senior Special Assessment Bonds, Series 2015B-1 (Phase 1 – Pond Bank Reconstruction Project) and \$260,000 Subordinate Special Assessment Bonds, Series 2015B-2 (Phase 1 – Pond Bank Reconstruction Project). Capitalized terms used herein and not defined are used as defined in the Master Indenture. The parties agree as follows:

A. USB has notified the District that USB, has transferred (by contribution) substantially all its corporate trust business to Trust Company (USB’s direct wholly owned subsidiary) and desires to transfer its administration of the Master Indenture from USB to Trust Company such that Trust Company shall be the successor in interest to USB, as Trustee under the Master Indenture. Trust Company hereby represents and certifies to the District that it is a national banking association organized under the laws of the United States of America. Trust Company is qualified to do and does business in one or more states of the United States of America and has an officially reported combined capital, surplus, undivided profits, and reserves aggregating at least \$1,000,000,000. Trust Company is therefore qualified to act as successor Trustee under Section 11.14 of the Master Indenture and successor Registrar and Paying Agent under Section 11.21 of the Master Indenture.

B. USB hereby resigns as Trustee, Registrar and Paying Agent under the Master Indenture, and the District hereby accepts such resignation and appoints Trust Company as the successor Trustee, Registrar and Paying Agent under the Master Indenture. Trust Company hereby accepts such appointment as successor Trustee, Registrar and Paying Agent under the Master Indenture, and the parties hereby agree that Trust Company is fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of USB, its predecessor; and USB hereby transfers to Trust Company all such estates, properties, rights, powers and trusts and is contemporaneously herewith delivering all its records relating to the Master Indenture to Trust Company.

C. The District hereby waives the notice requirements contained in Section 11.11 and Section 11.18 of the Master Indenture.

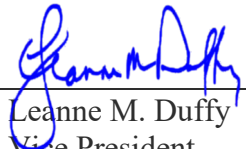
D. The District hereby certifies to Trust Company that no Event of Default or event which, with the giving of notice or the passage of time or both, would become an Event of Default, has occurred, and is continuing under the Master Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed, effective as of the day and year first above written.

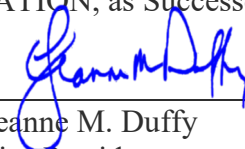
TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By:  _____
Name: Leanne M. Duffy
Title: Vice President

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Successor Trustee

By:  _____
Name: Leanne M. Duffy
Title: Vice President

Form of Consent

[_____, 2022]

U.S. Bank National Association
U.S. Bank Trust Company, National Association
[Corporate Trust Office Address]

Re: Consent to Assignment

Ladies and Gentlemen:

Reference is made to the Custody Agreement dated as of February 20, 2008 (the "Agreement") by and among Turnbull Creek Community Development District and U.S. Bank National Association ("USBNA") as Custodian.

We understand that USBNA has transferred substantially all its corporate trust business (the "Business Transfer") to its wholly owned subsidiary, U.S. Bank Trust Company, National Association ("U.S. Bank Trust Company") effective January 29, 2022. The undersigned has been informed that U.S. Bank Trust Company is a national trust company having a combined capital and surplus of at least \$1,000,000,000 and is subject to supervision or examination by federal authority. U.S. Bank Trust Company will administer the Agreement from the same office locations and using the same systems and employees as did USBNA, although any transaction accounts will remain at USBNA.

The undersigned has been informed that in connection with such transfer, USBNA has assigned its right, title and interest as Custodian under the Agreement to U.S. Bank Trust Company, subject to the consent of the undersigned to such assignment. The undersigned does hereby confirm its consent to USBNA's assignment of its right, title and interest (including its duties) as Custodian in and to the Agreement to U.S. Bank Trust Company, effective the date set forth below.

TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Name:
Title:
Duly Authorized

Date: _____, 2022

Tab 18



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

September 25, 2022

Turnbull Creek Community Development District
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Turnbull Creek Community Development District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2022 and thereafter if mutually agreed upon by Turnbull Creek Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart



Turnbull Creek Community Development District
September 25, 2022
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



Turnbull Creek Community Development District
September 25, 2022
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



Turnbull Creek Community Development District
September 25, 2022
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Turnbull Creek Community Development District's financial statements. Our report will be addressed to the Board of Turnbull Creek Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Turnbull Creek Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Carol Brown. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



Turnbull Creek Community Development District
September 25, 2022
Page 5

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2022 will not exceed \$3,745, unless the scope of the engagement is changed, the assistance which of Turnbull Creek Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Turnbull Creek Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Turnbull Creek Community Development District, of Turnbull Creek Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Turnbull Creek Community Development District
September 25, 2022
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Turnbull Creek Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. of Turnbull Creek Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Turnbull Creek Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Turnbull Creek Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Turnbull Creek Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Turnbull Creek Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Turnbull Creek Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this engagement letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Turnbull Creek Community Development District
September 25, 2022
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs, PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA. U.S. 18161 email jbaggett@brap.com

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT
(DATED SEPTEMBER 25, 2022)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**RIZZETTA & COMPANY, INC.
3434 COLWELL AVE, SUITE 200
TAMPA, FL 33614
TELEPHONE: 904-436-6270**

Auditor: J.W. Gaines

District: Turnbull Creek CDD

By: _____

By: _____

Title: Director

Title: _____

Date: September 25, 2022

Date: _____

Tab 19



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Workers Compensation

Turnbull Creek Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Quotation being provided for:

Turnbull Creek Community Development District
101 E Positano Ave
St. Augustine, FL 32092

Term: October 26, 2022 to October 1, 2023
Coverage Provided by: Florida Insurance Alliance
Quote Number: WC100122555

TYPE OF INSURANCE

Part A	Workers Compensation <ul style="list-style-type: none">• Benefits: FL Statutory (Medical, Disability, Death)
Part B	<u>Employers Liability:</u> <ul style="list-style-type: none">• \$1,000,000- Each Accident• \$1,000,000- Disease- Policy Limit• \$1,000,000- Disease- Each Employee

Class Code	Description	Payroll	Rate	Premium
8810	Clerical Office Employees NOC.	\$3,000	0.16	\$4.80
Total Manual Premium				\$4.80
Increased ELL 1M/1M/1M				\$120.00
				\$124.80
Workplace Safety Credit – 2%				\$0.00
Drug Free Workplace Credit – 5%				\$0.00
Experience Modification				1.000000
Standard Premium				\$124.80
Expense Constant				\$160.00
Terrorism				\$0.30
Policy Total				\$850.00

Additional terms and conditions, including but not limited to:

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages.
2. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
3. Down payment is due at inception.
4. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
5. If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
6. Safety and Drug Free program credits (if applicable) are subject to program requirements.
7. Payrolls are subject to final audit.
8. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.

Tab 20



Hold Harmless and License Agreement

This Hold Harmless and License Agreement ("License") is entered into this 20th day of September, 2021 between Turnbull Creek CDD ("Licensor"), address 475 W. Town Place, Suite 114, St. Augustine, Florida, and United Parcel Service, Inc., an Ohio corporation ("Licensee"), address: 2855 Industry Center Road, St. Augustine, FL.

The parties agree as follows:

1. Premises, Use and Term. Licensor hereby agrees to allow Licensee to place Storage Container located at 167 Toscana Lane, St. Augustine, Florida 32092, for the period beginning on or after 10/15/21 and ending on or before 1/15/22 (the "Expiration Date").
2. Hold Harmless and General Liability Insurance. Licensee hereby agrees to indemnify and hold harmless Licensor from and against any liability for personal injury or property damage caused by the Licensee. Licensee shall at all times during the term of this License carry commercial general liability insurance covering Licensee's operations on the Premises, insuring against liability for personal injury, bodily injury, including death and property damage for a minimum of \$1,000,000.00 per occurrence.

Licensor:

Turnbull Creek CDD

By: [Signature]
Name: ERNESTO TORRES
Title: Secretary

Licensee:

United Parcel Service, Inc.

By: [Signature]
Name: Steven Smith
Its: UPS St Augustine

Tab 21



(912) 281-8601
Eastcoastironworksllc@gmail.com
830 Battersea Drive,
St. Augustine, FL
32095

East Coast Ironworks

Estimate

For: Jim Schieszer
jschieszer@rmsnf.com
101 West Positano St Augustine Florida 32092
+1 (904) 759-9833

Estimate No: 935
Date: 12/19/2022

Description	Quantity	Rate	Amount
Stair case renewal The scope of work includes replacing the four square tubing posts that are rusted. Replacing the rusted anchor brackets and concrete anchors. Wire wheeling the rust on the steel stringers and railing and a new coat of black paint	80	\$150.00	\$12,000.00
Material Paint Consumables Anchors	1	\$3,800.00	\$3,800.00
Subtotal			\$15,800.00
TAX 8%			\$1,264.00
Total			\$17,064.00
Total		\$17,064.00	

Terms and Conditions

This proposal may be withdrawn if not accepted within 3 business days.
Any modifications after the agreement will be completed with a change order.
All deadlines are contingent against weather, strikes, or accident delay out of our control.
A deposit of 30% for commercial and 50% for residential required upon agreement on amounts that's exceed \$5,000.
Any permits required will need to be obtained by the the home owner or general contractor.

Tab 22

St Augustine Fence & Outdoor Construction
 4701 State Road 16
 ST. AUGUSTINE, FL 32092 US
 +1 9046876087
 estimates@staugoutdoorconstruction.net
 www.outdoorconstruction.net

Proposal/ Contract

ADDRESS
Jim - Murabella Amenity Center Murabella Amenity Center 904-759-9833

PROPOSAL/ CONTRACT #	DATE	
15670	12/08/2022	

DESCRIPTION	AMOUNT
Paver Repair At the Taped Off location	3,800.00
50% Deposit 50% Due Upon Completion	
* All Paver Products Have Color Variations. Natural Grey Products Will Show SIGNIFICANT COLOR VARIATIONS. * Smooth Face Colored Pavers Will Have Color Variation * Any Added On Pavers Ordered After The Original Order Are Subject To A Color Variation From Being Filled From A Different Production Run * SPECIAL ORDERS ARE SUBJECT TO A 50% RE-STOCKING FEE IF CANCELED	

Thank you and have a Great day!

TOTAL

\$3,800.00

By execution of this document, Buyer acknowledges that he/she has read and understands the terms & conditions set forth.

Accepted By

Accepted Date

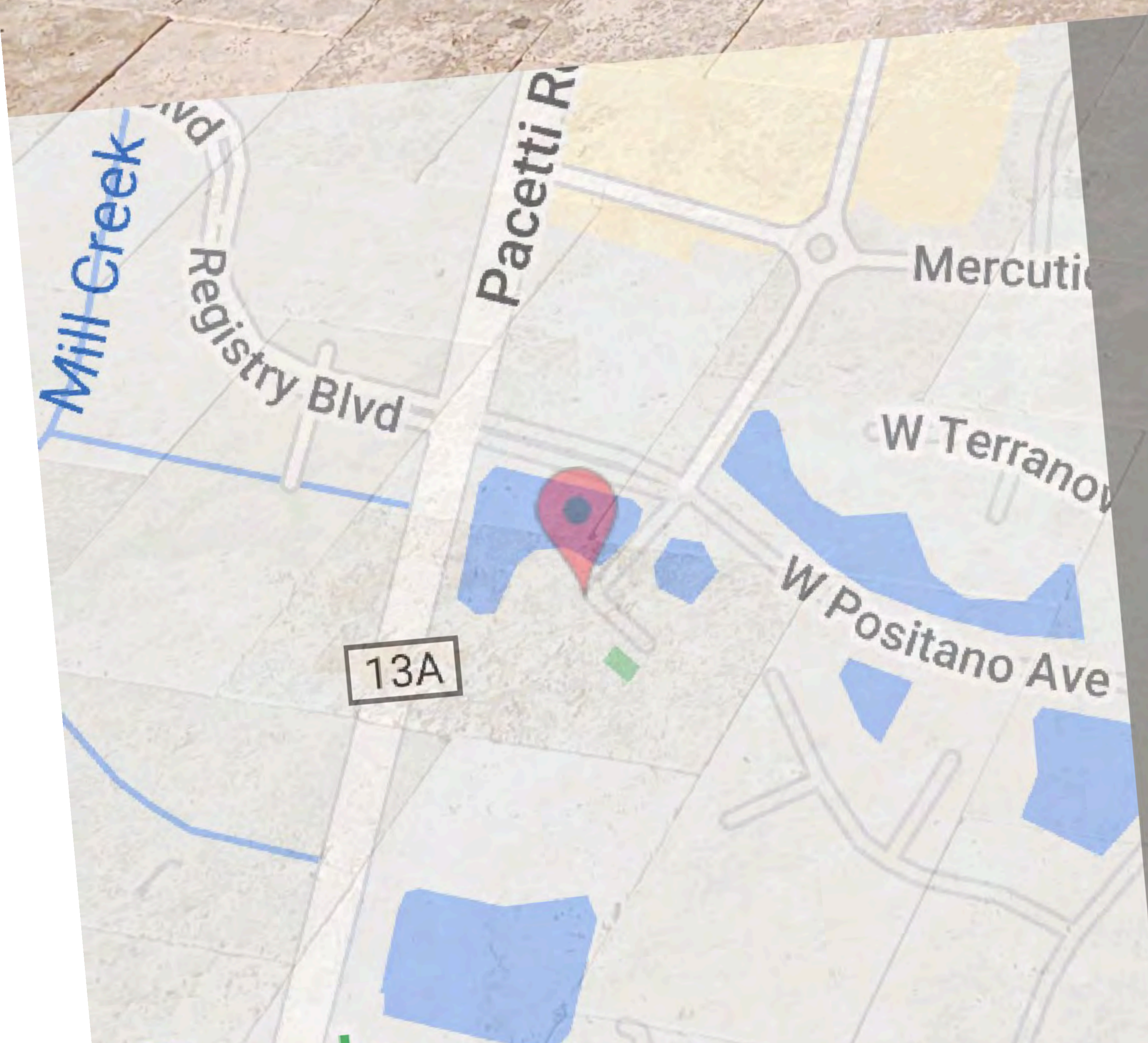
Customers will be charged \$35.00 for returned checks for payment. Customer is responsible for any legal fees due to non payment. Once a proposal is signed, this is a binding contract. Proposal is valid for 5 days. CANCELLED ORDERS WILL BE SUBJECT TO A 50% RESTOCKING FEE. Payment Terms: 50% Deposit & Balance Due on Completion There is a 3% Convenience Fee to pay by credit card.



POOL RULES

- Shower before entering and wear appropriate attire.
- No food or beverages in the pool or on pool deck.
- No glass or animals in the fenced pool area.
- Bathing load 200 persons.
- No jumping off of bridge or climbing up the slide.
- Pool hours: 9 am - 30 mins. before sunset.
- Do not swallow the pool water.
- POOL MAXIMUM DEPTH: 5 feet 4 inches.
- Emergency - Call 911.

NO DIVING



101 W Positano Ave, St. Augustine, FL 32092, USA

St. Augustine
Florida
United States

2022-11-14(Mon) 01:15(PM)



21°C
70°F

Tab 23



Proposed Date	NOVEMBER 11, 2022
Expiration Date	DECEMBER 18, 2022

Southern Recreation

Play for all ages

4060 Edison Avenue
Jacksonville, Florida 32254
Phone 904-387-4390 Fax 904-387-4391
terry@southernrecreation.com
www.southernrecreation.com

PROJECT NAME:
Murabella

PROPOSED TO Jim Schieszer
Murabella
jschieszer@rmsnf.com

BILL TO Same

SALESPERSON		SHIPPING METHOD	PAYMENT TERMS	
Terry		Installed	50% Deposit	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1ea.		28'x32' Shade Top Replacement w/ cable		4,050.00

Subtotal	4,050.00
Tax Rate	.07
Tax	Exempt
Freight	349.00
Installation	900.00
Total Due	5,299.00

Terms and Conditions and Required Signature on next page.

Southern Recreation, Inc. Terms and Conditions

Payment A 50% deposit is required to begin project. The deposit is non-refundable. If equipment is refused when delivery is attempted you will be responsible for any resulting charges. A signed terms and condition and payment of the deposit indicates that you are in full agreement with all terms and conditions of this proposal including the following: Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented.

Balance of monies are due immediately upon completion and acceptance by the owner of the equipment and installation. Installation, site work, drainage, equipment removal, building permits, engineered drawings, etc. as listed below are not included **unless specifically noted on the proposal.**

Installation may include the following: Permitting if required for the State of Florida - State Certified Contractor CBC1252594
Site Preparation to include equipment removal, excavation, grading and drainage
Concrete work to include Curbing for containment and Sidewalks for accessibility

Installation of your Playground by *NPSI and Factory Certified Installers
Safety Surfacing as propose- Engineered Wood Fiber, Poured-In- Place Rubber
Surfacing, Loose Fill Rubber or Synthetic Turf
Complete site clean up and playground inspection upon completion
*National Playground Safety Institute Certified Playground Safety Inspectors

Southern Recreation Responsibilities Southern Recreation (SR) is responsible for the acceptance of all freight deliveries that includes the installation of the equipment. All equipment will ship to our warehouse for acceptance and inventory. Equipment will be transported to the installation site on fully insured SR trucks and trailers. SR is responsible to secure the site and equipment while the installation is in progress. All equipment to be installed per CPSC and ASTM guidelines for proper spacing and elevations. SR is responsible for trash removal as a result of the installation

Owners Responsibilities Provide access to the installation site. Provide area for storage and staging if needed. Security at the installation site both during and after work hours. To provide sufficient input for equipment locations so as to properly install per the owners intent-

Note: All equipment installation must meet CPSC and ASTM guidelines for proper spacing. **SR WILL NOT INSTALL** any equipment outside of these spacing guidelines

Optional Responsibilities If a building permit is required, it is the responsibility of the owner to provide SR will all necessary documentation as needed-this would include an acceptable site plan, warranty deed (if needed), owners notarized signatures on permit and Notice of Commencement and all other documentation as required by the local building department of jurisdiction in order to execute the permit. Charges for permitting will include an administrative fee and actual permit cost. Any other SR responsibilities must be clearly outlined in the applicable proposal/contract

Access/Utilities Access will need to be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage.

Rock/Foreign Object Clause Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in- place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Signature of owner or owners rep indicates acceptance of the above terms and conditions

Authorized signature Terry Rogers Terry Rogers, President

Accepted by _____ Date _____

Billing Name and Address: _____ Billing Email: _____

Please sign and fill in the information where the project invoice will be billed to.



Southern Recreation, Inc.

4060 Edison Avenue, Jacksonville, Florida 32254

TAB 24



Murabella Amenity Center
101 Positano Ave.
Saint Augustine, Fl. 32092

SCOPE OF SERVICE	Initial Treatment/Install	Monthly
Monthly Pest Control	\$310 Includes cost rodent stations	\$125

Scope of service-

Interior treatment of all common areas, offices, restrooms, gym area

Exterior- treatment of exterior structures. Knocking down of spiderwebs, wasp nest and mud daubers within 15 feet in height. Slide area to be inspected and wasp nest treated and removed. Rodent stations checked monthly 8 in total. Callbacks no charge. One rodent station in dumpster area.

Richard McNeil
Rmcneil@mccallservice.com
(904)521-1609





Commercial Agreement / Set UP

Corporate Office- 8400 Baymeadows Way Suite 12, Jacksonville, FL 32256

Orlando office-3701 N. John Young Pkwy, Suite 105 Orlando, FL 32804, Tampa Office-3904 Corporex Park Drive, Suite 100 A Tampa, FL 33619,

Ocala Office- 1721 Northwest Pine Ave. Ocala, FL 34476, Daytona Office- 745 South Nova Road Ormond Beach, FL 32174

Treasure/Space Cost- 360 Thor Ave. SE Suite 6 Palm Bay, FL 32909 St. Mary's- 1721 Osborn Road, Suite B, St. Mary's, GA 31558

Toll Free: 800-225-5305 – www.turnerpest.com

Service Info

Billing Info (leave blank if same)

Current Acct #	129708			Lead Source	Updated Agreement for Budget Purposes		
Business Name	Murabella Owners Association Inc			Business Name	Murabella Owners Association Inc c/o Turnbull Creek CDD		
Contact	Carol Brown			Contact			
Position	District Manager			Position			
Phone	904-436-6270 X4631 – Office 401-529-8379 - Cell			Phone	904-940-1157 X206		
Email	clbrown@rizzetta.com			Email	cddinvoice@rizzetta.com		
2 nd Contact				2 nd Contact			
Position				Position			
Phone				Phone			
Email				Email			
Address	101 W Positano Saint Augustine, Florida 32092			Address	3434 Colwell Avenue – Suite 200 Tampa, Florida 33614		
Invoicing (choose)	Email	X	Print	Consolidated Invoicing (y/n)	YES X NO		
Service Reports	Email	X	Print	Purchase Order Number			
Is there a multiple location Attachment?			No	Tax Exempt #	Yes		
Salesperson:	Tom Chiarello			Lead by:			
Preferred Payment Method				ACH	Credit Card		
Available Service Days: Monday X Tuesday Wednesday Thursday Friday Saturday							
Available Service Hours: 8:00 AM to 5:00 PM or to Note:							

First Month's Invoice(s) to include Setup Costs and Recurring Costs
Setup Costs (list all equipment and services)

First Month's Invoice(s) to include Setup Costs and Recurring Costs
Recurring Costs

<p>Service and Equipment to Include:</p> <ul style="list-style-type: none"> MONTHLY INTERIOR & EXTERIOR SERVICES OF AMENTY CENTER INCLUDING RODENT & 3 MAILBOX KIOSKS 	<p>Service Frequency:</p> <ul style="list-style-type: none"> MONTHLY <p>Service to Include:</p> <ul style="list-style-type: none"> EXTERIOR INSECTION AND RESIDUAL FOR THE LONG-TERM CONTROL OF COCKROACHES, ANTS AND OCCASIONAL INVADERS TECHNICIAN TO PREVENTATIVELY TREAT THE PERIMTER OF THE BUILDING INCLUDING AMENTIES CENTER & THREE (3) MAILBOX KIOSKS LOCATED IN 3 DIFFERENT AREAS ON PROPERTY IN ADDITION, TURNER WILL REACTIVELY TREAT ANY FIRE ANTS WITHIN 20 FEET FROM THE EXTERIOR OF THE STRUCTURE ON SAME DAY OF REGULAR SERVICE – TURNER WILL NOT COVER ANTS IN POOL PAVERS WASP CONTROL ON ANY WASP NESTS WITHIN 15 FEET FROM THE GROUND. TECHNICIANS WILL ALSO REMOVE ANY WASP NESTS WITHIN REACH. ANYTHING HIGHER THAN 15 FEET MIGHT REQUIRE AN ADDITIONAL COST DEWEBBING OF 3 MAILBOX KIOSKS INSPECT, CLEAN, DATE & REBAIT 3 EXTERIOR RODENT BAIT STATIONS – AMENTY CENTER ONLY INTERIOR INSPECTION AND TREATMENT TO THE AMENTY CENTER WITH BAIT, DUST AND/OR RESIDUAL – INCLUDING THE FOLLOWING AREAS: OFFICES, HEALTH CLUB, RESTROOMS & COMMON AREAS CALL BACKS IN BETWEEN SERVICES INCLUDED FOR COVERED PESTS AT NO ADDITIONAL CHARGE
---	---

October 6, 2022

The Proposal and Pricing contained herein will be honored 30 days from printed date above.



Commercial Agreement / Set UP

Corporate Office- 8400 Baymeadows Way Suite 12, Jacksonville, FL 32256

Orlando office-3701 N. John Young Pkwy, Suite 105 Orlando, FL 32804, Tampa Office-3904 Corporex Park Drive, Suite 100 A Tampa, FL 33619,

Ocala Office- 1721 Northwest Pine Ave. Ocala, FL 34476, Daytona Office- 745 South Nova Road Ormond Beach, FL 32174

Treasure/Space Cost- 360 Thor Ave. SE Suite 6 Palm Bay, FL 32909 St. Mary's- 1721 Osborn Road, Suite B, St. Mary's, GA 31558

Toll Free: 800-225-5305 – www.turnerpest.com

Initial COST: WAIVED		Tax	Total WAIVED	COST per Month	\$ 203.97	Tax	Total \$ 203.97
Techs Needed		Est T		Techs Needed		Est T	

By:

Turner Representative

Date

By:

Customer Representative

Date

October 6, 2022

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Toll Free: 800-225-5305 – www.turnerpest.com

Business Name	MURABELLA OWNERS ASSOCIATION INC C/O TURNBULL CREEK CCD
---------------	---

Service areas for handheld:

Service Frequency:

- MONTHLY

Service to Include:

- EXTERIOR INSECTION AND RESIDUAL FOR THE LONG-TERM CONTROL OF COCKROACHES, ANTS AND OCCASIONAL INVADERS
- TECHNICIAN TO PREVENTATIVELY TREAT THE PERIMTER OF THE BUILDING INCLUDING AMENTIES CENTER & THREE MAILBOX KIOSKS
- IN ADDITION, TURNER WILL REACTIVELY TREAT ANY FIRE ANTS WITHIN 20 FEET FROM THE EXTERIOR OF THE STRUCTURE ON SAME DAY OF REGULAR SERVICE – **TURNER WILL NOT COVER ANTS IN POOL PAVERS**
- WASP CONTROL ON ANY WASP NESTS WITHIN 15 FEET FROM THE GROUND. TECHNICIANS WILL ALSO REMOVE ANY WASP NESTS WITHIN REACH. ANYTHING HIGHER THAN 15 FEET MIGHT REQUIRE AN ADDITIONAL COST
- DEWEBBING OF 3 MAILBOX KIOSKS
- INSPECT, CLEAN, DATE & REBAIT 3 EXTERIOR RODENT BAIT STATIONS – AMENTY CENTER ONLY
- INTERIOR INSPECTION AND TREATMENT TO THE AMENTY CENTER WITH BAIT, DUST AND/OR RESIDUAL – INCLUDING THE FOLLOWING AREAS:
- OFFICES, HEALTH CLUB, RESTROOMS & COMMON AREAS
- **CALL BACKS IN BETWEEN SERVICES INCLUDED FOR COVERED PESTS AT NO ADDITIONAL CHARGE**

Additional Notes:

Check Pests Covered: Rodents X Interior Ants X Wasps X Roaches X Flies Other: OCCASIONAL INVADERS

Terms and Conditions

Customer agrees to pay the amount stated for the specified services. If Turner Pest Control has made an appointment with customer and customer refuses to allow technician to treat or has not followed preparation instructions which, in turn, will require a return visit, customer will be billed for one regular service visit. If the technician arrives to service the customer and any necessary equipment is damaged or missing from the work site (i.e., rodent bait stations, interior rodent traps, fly lights, etc.), the technician will replace the equipment at the expense of the customer in accordance with the equipment replacement costs outlined in this agreement. Customer will be invoiced for each regular service visit and other specified services. Payment terms are NET 30- Payment is due 30 days from completion of service.

Turner offers two standard invoicing options-

- ☐ Standard Paper Invoice via Mail
- ☐ Standard Electronic PDF invoice via Email

Pricing contained in this proposal assumes one of the above options will be utilized for invoicing and payment terms. In the event special billing is required (i.e., payment portal, company website submission, etc.), an additional service fee will be added to the recurring service(s) cost outlined in this agreement.

Should a past due account be referred to an attorney for collection or legal action be required for Turner to enforce payment under this agreement, customer agrees to pay and reimburse Turner for all court costs, attorney fees, out-of-pocket expenses, and other necessary costs that may be incurred in such proceedings together with interest at a rate of 1.5% per month. If customer is a non-resident, customer certifies that it is doing business in the state of Florida. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Duval County Florida.

October 6, 2022

The Proposal and Pricing contained herein will be honored 30 days from printed date above.



Commercial Agreement / Set UP

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Treasure/Space Cost- 360 Thor Ave. SE Suite 6 Palm Bay, FL 32909 St. Mary's- 1721 Osborn Road, Suite B, St. Mary's, GA 31558

Toll Free: 800-225-5305 – www.turnerpest.com

If Turner fails to provide satisfactory services, customer has the right to give written notice to Turner to render satisfactory services, specifying the aspect of the service found to be unsatisfactory. If unsatisfactory conditions have not been corrected within 30 days of such notice, customer will have the right to cancel this agreement with 30 days written notice. This agreement shall be effective for an original period of one year with a continuation on a month-to-month basis.

Equipment replacement Costs

Aegis-RP Bait Stations-	\$35.00 plus tax each
Tin-cats-	\$15.00 plus tax each
Fly Lights-	Dependent Upon Model

By:

Turner Representative

Date

By:

Customer Representative

Date

October 6, 2022

The Proposal and Pricing contained herein will be honored 30 days from printed date above.

TAB 25

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

The **regular meeting** of the Board of Supervisors of Turnbull Creek Community Development District was held on **November 8, 2022, at 6:30 p.m.** at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

Present and constituting a quorum:

Chris DelBene	Board Supervisor, Chairperson
Diana Jordan-Burks	Board Supervisor, Vice Chairperson
Chuck Labanowski	Board Supervisor, Assistant Secretary
Jeremy Vencil	Board Supervisor, Assistant Secretary
Brian Wing	Board Supervisor, Assistant Secretary

Also present were:

Carol Brown	District Manager, Rizzetta & Co., Inc.
Jennifer Kilinski	District Counsel, KE Law <i>(via speakerphone)</i>
Steve Collins	District Engineer, JMT Engineering <i>(via speakerphone)</i>
Erick Hutchinson	Amenity Manager, RMS
Jim Schieszer	Field Operations Manager, RMS
Todd Murphy	Trimac Outdoors
Robert Jones	Trimac Outdoors

Members of the public present.

FIRST ORDER OF BUSINESS**Call to Order / Roll Call**

Ms. Brown called the meeting to order at 6:30 p.m.

SECOND ORDER OF BUSINESS**Audience Comments on
Agenda Items**

Mr. Yuro, with Yuro & Associates introduced himself and his firm to the Board. Audience members commented on pond bank concerns, repairs, mowing of newly laid sod and Notices received from the District Manager.

THIRD ORDER OF BUSINESS**Staff Reports****A. District Counsel**

Ms. Kilinski was present with no report and stated all items were on the Agenda.

The Board moved to Agenda item 3C.

FOURTH ORDER OF BUSINESS

Staff Reports

C. Landscape Manager

1.) Irrigation Report, Dated September 19, 2022

Mr. Jones reviewed his report found under Tab 1. He also informed the Board of two recent main line irrigation breaks. Trimac had recently replaced an irrigation clock, fertilized and installed annuals. Trimac is in the process of locating irrigation valves for the District. Mr. DelBene expressed concerns with increase in fire ants.

The Board directed Staff to submit a fire ant treatment proposal.

The Board moved to Agenda item 4F.

FIFTH ORDER OF BUSINESS

Ratification of Trimac Outdoor Hurricane Response Proposal

Ms. Kilinski advised the Board that the District could add a FEMA Addendum to the Landscape Agreement to provide financial reimbursement from the Federal Government to the District.

On a motion by Mr. Wing, seconded by Ms. Jordan-Burks, with all unanimously in favor, the Board ratified the Trimac Outdoor Hurricane Response Proposal, for Turnbull Creek Community Development District.

SIXTH ORDER OF BUSINESS

Ratification of Trimac Outdoor Main Line Irrigation Proposal

On a motion by Mr. Wing, seconded by Mr. Labanowski, with all unanimously in favor, the Board ratified the Trimac Outdoor Main Line Irrigation Proposals, invoice in the amount of \$5,422.00 and invoice in the amount of \$2,015.00, for Turnbull Creek Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Trimac Outdoor Tree Removal Invoice

On a motion by Mr. Wing, seconded by Ms. Jordan-Burks, with all unanimously in favor, the Board approved the Trimac outdoor tree removal invoice, in the amount of \$13,300.00, for Turnbull Creek Community Development District.

The Board requested to review a field maintenance plan.

EIGHTH ORDER OF BUSINESS**Consideration of Revised
Trimac Outdoor Baseball Field
Proposal**

On a motion by Mr. Wing, seconded by Mr. DelBene, with all unanimously in favor, the Board approved the revised Trimac Outdoor Baseball Field Proposal, in the amount of \$16,276.00, for Turnbull Creek Community Development District.

The Board directed Staff to provide a maintenance plan of amenity fields and courts.

NINTH ORDER OF BUSINESS**Consideration of Trimac
Outdoor Pine Straw and Mulch
Proposal**

Tabled by the Board.

The Board directed Staff to obtain additional proposals.

Trimac Outdoors Staff were excused from the meeting at 7:21 p.m.

The Board moved to Agenda item 3B.

TENTH ORDER OF BUSINESS**Staff Reports****B. District Engineer****1.) Update on Pond Bank Project Status**

Mr. Collins informed the Board that a final inspection of the pond bank was performed. The contractor installed silt fencing at 4 locations as a temporary measure where swales were previously washed out. He noted contractor did not install JMT's recommended preferable fencing and would have preferred it to be installed at all 9 locations with washouts.

Mr. DelBene questioned why the contractor did not use the preferable silt fencing and how did District receive the Final Certification without it. Mr. Collins stated this was not necessary for District to receive Final Certification and that the fencing was a temporary measure to give sod a chance to grow but that the contractor has a one year warranty on sod so if it does not take, they will be responsible for replacing it. Discussion ensued.

Mr. DelBene noted that Mr. Jeffrey's property was not properly restored.

Ms. Kilinski advised the Board that they did not need to accept the Final Certification if questions remain regarding completion; however, with a certificate from the engineer, if there are outstanding questions, the Board members as the District should compile a list of concerns and transmit them to JMT and Boudreaux's.

Mr. DelBene directed Staff to gather documentation and to put contractor on Notice that District is pursuing 3rd party contractor to repair Mr. Jeffrey's yard.

On a motion by Mr. DelBene, seconded by Mr. Labanowski, with all unanimously in favor, the Board approved pursuing 3rd party contractor to repair Mr. Jeffrey's yard, for Turnbull Creek Community Development District.

The Board moved to Agenda item 4A.

ELEVENTH ORDER OF BUSINESS

Ratification of JMT Work Authorization No. 3 for Engineer's Certificate

Mr. Vencil expressed disappointment and in reviewing photographs, the work looked incomplete. Mr. DelBene expressed concerns on how JMT could issue the Final Completion Certificate without physically inspecting the pond bank and discussed rejecting the notice. Discussion ensued.

Ms. Kilinski reviewed recourse options with the Board and recommended an independent evaluation if there were continuing identified concerns. The Board directed Staff to obtain a 2nd opinion of Final Certificate of Completion by another engineer and to bring back at next meeting.

TWELFTH ORDER OF BUSINESS

Consideration of Acceptance of JMT Notice of Termination Effective November 11, 2022

On a motion by Mr. Labanowski, seconded by Mr. DelBene, with all unanimously in favor, the Board accepted JMT's Notice of Termination effective November 11, 2022, for Turnbull Creek Community Development District.

Mr. Collins was excused at 7:53 p.m.

THIRTEENTH ORDER OF BUSINESS

Ratification of Authorization of RFQ for District Engineering Services

On a motion by Mr. Wing, seconded by Mr. Labanowski, with all unanimously in favor, the Board ratified authorization of RFQ for District Engineering Services, for Turnbull Creek Community Development District.

FOURTEENTH ORDER OF BUSINESS

Consideration of Ranking and Review of District Engineering Services Proposal(s)

Mr. Yuro, President of Yuro & Associates, was present and spoke to the Board.

On a motion by Mr. Labanowski, seconded by Mr. DelBene, with all unanimously in favor, the Board ranked Yuro & Associates as #1 and Matthews Design Group as #2 for District Engineering Services. Matthews Design Group is to be engaged for special projects, for Turnbull Creek Community Development District.

FIFTEENTH ORDER OF BUSINESS**Ratification of Changes to
Easement Variance Policy**

On a motion by Mr. DelBene, seconded by Mr. Wing, with all unanimously in favor, the Board ratified changes to the Easement Variance Policy, for Turnbull Creek Community Development District.

Mr. Yuro was excused from the meeting at 8:14 p.m.

The Board moved to Agenda item 3D.

SIXTEENTH ORDER OF BUSINESS**Staff Reports****D. Amenity and Field Operation Managers**

- 1.) Monthly Murabella Operations Report, Dated November 8, 2022
- 2.) Update on Parking Lot Expansion and Proposal(s)

Mr. Schieszer reviewed report found under Tab 2.

The Board directed Staff to provide District Engineer with parking lot expansion proposal, review for next meeting and authorized Mr. Wing to work with Staff in re-purposing soil.

On a motion by Mr. Vencil, seconded by Mr. Wing, with all unanimously in favor, the Board agreed to send a warning to Ancient City Soccer to comply with the terms of the agreement, for Turnbull Creek Community Development District.

E. District Manager

Ms. Brown reviewed the District Manager Report, (Exhibit A), and noted that Supervisor Labanowski submitted form 8B to the District, (Exhibit B).

The Board moved to Agenda item 4K.

SEVENTEENTH ORDER OF BUSINESS**Consideration of Sunshade
Replacement Proposal(s)**

On a motion by Mr. DelBene, seconded by Mr. Labanowski, with all unanimously in favor, the Board approved the Southern Recreation proposal, in the amount of \$5,800.00, for Turnbull Creek Community Development District.

EIGHTEENTH ORDER OF BUSINESS**Consideration of Joy of Tennis
Agreement**

On a motion by Mr. Wing, seconded by Mr. DelBene, with all unanimously in favor, the Board approved the Joy of Tennis Agreement, for Turnbull Creek Community Development District.

NINETEENTH ORDER OF BUSINESS**Ratification of Future Horizon Agreement**

On a motion by Mr. DelBene, seconded by Ms. Jordan-Burks, with all unanimously in favor, the Board ratified the Future Horizon Agreement, in the amount of \$16,500.00, for Turnbull Creek Community Development District.

TWENTIETH ORDER OF BUSINESS**Consideration of Waste Service Proposal(s)**

On a motion by Mr. Wing, seconded by Mr. Vencil, with all unanimously in favor, the Board approved the Republic Services proposal with weekly service base rate of \$113.25 per month, for Turnbull Creek Community Development District.

TWENTY-FIRST ORDER OF BUSINESS**Consideration of Turner Pest Control Renewal Agreement**

Tabled by the Board. The Board directed Staff to obtain additional proposals.

The Board directed Staff to obtain service logs from vendor and confirm monthly services.

The Board directed Staff to review services with Trimac Landscape for treatment of fire ants on pool deck and if not provided, to add to pest control proposals.

TWENTY-SECOND ORDER OF BUSINESS**Consideration of Workers Compensation Insurance Policy**

Tabled by the Board. The Board directed Staff to obtain clarification on agent versus volunteer under CDD insurance policies.

The Board moved to Agenda item 5A.

TWENTY-THIRD ORDER OF BUSINESS**Approval of Consent Agenda**

1.) **Consideration of Minutes of the Board of Supervisors' Regular Meeting held September 13, 2022**

2.) **Ratification of the Operation and Maintenance Expenditures for August 2022**

On a motion by Mr. Wing, seconded by Ms. Jordan-Burks, with all unanimously in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held September 13, 2022 and ratified the Operation and Maintenance Expenditures for August 2022, in the amount of \$60,634.90, for Turnbull Creek Community Development District.

TWENTY-FOURTH ORDER OF BUSINESS

**Supervisor Requests and
Audience Comments**

Both, Mr. Vencil & Mr. DelBene thanked Mr. Labanowski for his service on the Board.

Mr. DelBene directed Staff to obtain all District records from JMT.

Audience members expressed concerns with Notice for pond bank repairs, Ancient City Soccer, tree roots impacting irrigation, pine straw and mulch installation, ants/pests and parking lot. Board directed Staff to put Ancient City Soccer on Notice for not following terms of agreement.

The Board moved to Agenda item 4Q.

TWENTY-FIFTH ORDER OF BUSINESS

**Ratification of Vector Security
Agreement**

Ms. Brown provided status update to the Board.

TWENTY-SIXTH ORDER OF BUSINESS

**Consideration of Pool Camera
Security Proposal(s)**

On a motion by Mr. DelBene, seconded by Ms. Jordan-Burks, with all unanimously in favor, the Board approved the Vector Pool Camera Security proposal in the amount of \$11,500 and with monthly fee of \$510.00, for Turnbull Creek Community Development District.

The Board directed Staff to submit lightning strike claim to the insurance company.

TWENTY-SEVENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Wing, seconded by Mr. DelBene, with all unanimously in favor, the Board adjourned the Board of Supervisors' Meeting at 10:27 PM, for Turnbull Creek Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

Exhibit A



UPCOMING DATES TO REMEMBER

- **Next Meeting:** January 10, 2023 at 6:30 PM
- **FY 2022-2023 Audit Completion Deadline:** June 30, 2023
- **General Election (Seats 1, 3 & 5):** November 8, 2022
(Seats currently held by Brian Wing, Chris DelBene, & Chuck Labanowski)
- **Series 2015A Bond Maturity Date:** May 1, 2035
- **Series 2015B Bond Maturity Date:** May 1, 2045
- **Series 2016 Bond Maturity Date:** May 1, 2037

District Manager's Report

November 8

2022

Updates:

Hurricane Ian – Staff worked together in preparing the District for the storm. Both Trimac Outdoors and Riverside Management Services returned to the District, immediately post storm, to inspect. It was reported that two playground sunshades were damaged.

Rizzetta & Company has a new accounting software, called Intacct. We have been transitioning all of our accounting information over to this new software and are now at the point where we are able to publish the O&M Board Packages for September. These are currently being disseminated internally for purposes of placing on the next meeting agendas for each district. Additionally, we will begin the release of the August financial statements in the very near future. The final steps for their creation are in process and once complete, then we will begin the internal statement and review process prior to the external release of the statements. We continue to appreciate everyone's patience and understanding during this transition.

EGIS Insurance Advisors has provided the District with the FY 22-23 binder for the insurance policy.

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On-going meetings have occurred since the last Board meeting with the Chairman, Counsel, Engineer, Contractor and Staff regarding the pond bank repair project. In the August JMT inspection report, ten properties were identified that were potentially causing a negative impact on the pond bank and Notices were mailed to these property owners. One property owner contacted the District and requested the Variance Application for Installation of Drainage Improvements. Additionally, the District received several letters from property owners. These letters and a summary were provided to the Board of Supervisors for review.

As directed by the Board of Supervisors, Rizzetta & Company is now processing supervisor's pay as employees of the District. The District's insurance company was provided this information and they have advised that based on their experience, they do believe there is Worker Comp exposures. To mitigate the additional exposure, the District has obtained a Worker's Comp proposal for the Board to consider later on the Agenda.

Supervisor Charles Labanowski submitted Form 8B - Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers for his request to the Board to place campaign signs on District property.

Today is also Supervisor Labanowski's last meeting as a supervisor.

The District received photos and videos of a resident feeding the ducks on the pond bank of S. Trapani Dr. (Pond 7) The owner has been sent a Cease and Desist Notice and the Board needs to provide Staff with direction for next steps.

The District has submitted an invoice in the amount of \$1,894.07 to the new HOA management company for FY 21-22 Special Events reimbursement.

The District was notified that on October 6, 2022 a \$500.00 check was sent to the District from SJMSAA.

The District was issued a check in the amount of \$48.30 from the Gift of Dance.

Jani King Agreement has been sent to the vendor for review and signatures.

Vector Security Agreement and Addendum is currently under review with their legal team.

Poolsure Agreement is in process, however, additional information needs to be discussed by the Board of Supervisors.

Exhibit B

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Labanowski Charles</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Turnbull Creek CDD</i>	
MAILING ADDRESS <i>1748 N Cappero Dr</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <i>St Augustine</i>	COUNTY <i>St Johns</i>	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED <i>August 9, 2022</i>		NAME OF POLITICAL SUBDIVISION: <i>Turnbull Creek CDD</i>	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Charles Labanowski hereby disclose that on August 9, 2022:

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Request for political signs on the community perimeter.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

9/18/22
Date Filed

Charles Labanowski
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FL 33614

Operations and Maintenance Expenditures September 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2022 through September 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$137,465.06**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures
September 1, 2022 Through September 30, 2022

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
Alfred W Grover	100034	81822	Replace Pole Circuit Breakers on Irrigation Pump 08/22	\$ 212.50
Alfred W Grover	100034	80422	Pool Pump Project 08/22	\$ 720.00
Alfred W Grover	100026	80222	Electrical Wiring for New Pool Pump 08/22	\$ 742.50
B&B Exterminating Co., Inc.	100035	136241 9/22	Extermination Contract Renewal 09/22	\$ 453.00
Bob's Backflow & Plumbing Services, Inc.	100038	85389	Backflow Test & Certification 08/22	\$ 45.00
Bob's Backflow & Plumbing Services, Inc.	100038	84464	Backflow Test & Certification 07/22	\$ 135.00
Brian Wing	100048	BW091322	Board of Supervisors Meeting 09/13/22	\$ 154.10
Charles Labanowski	100049	CL091322	Board of Supervisors Meeting 09/13/22	\$ 154.10
COMCAST	ACH	401701846 9/22	Cable Services 09/22	\$ 121.25
COMCAST	ACH	400863399 9/22	Cable Services 09/22	\$ 312.83
Diana Jordan-Baldwin	100050	DJB 091322	Board of Supervisors Meeting 09/13/22	\$ 154.10
DoodyCalls of Jacksonville	100039	100010	Pet Waste Bags 05/22	\$ 138.00

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures
September 1, 2022 Through September 30, 2022

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
DoodyCalls of Jacksonville	100039	100040	Pet Waste Bags 08/22	\$ 138.00
DoodyCalls of Jacksonville	100039	100052	Pet Waste Bags 09/22	\$ 138.00
DoodyCalls of Jacksonville	100029	100017	Pet Waste Bags & Dispensers 06/22	\$ 435.00
Egis Insurance Advisors, LLC	100040	16494	Gen Liability /Prop /PO FY22/23	\$ 26,088.00
Florida Power & Light Company	ACH	Monthly Summary 09/22	Electric Services 09/22	\$ 7,080.96
Future Horizons, Inc.	100041	74603	Aquatic Weed Control Services 08/22	\$ 1,175.00
Hidden Eyes, LLC	100042	715950	Quarterly Video Monitoring, Service, & Maintenance 07/22 - 09/22	\$ 1,479.00
Hidden Eyes, LLC	100042	719278	Quarterly Video Monitoring, Service, & Maintenance 10/22 - 12/22	\$ 1,479.00
Hi-Tech System Associates	ACH	370626	Alarm Access Control 09/22	\$ 30.00
Hoover Pumping Systems Corp.	100036	166956	One Year Service Agreement Pump System 09/22	\$ 2,590.00
Jeremy Vencil	100051	JV091322	Board of Supervisors Meeting 09/13/22	\$ 154.10
KE Law Group, LLC	100044	3957	Legal Services 09/22	\$ 1,744.12

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures
September 1, 2022 Through September 30, 2022

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
KE Law Group, LLC	100044	3956	Legal Services 08/22	\$ 5,221.10
Neighborhood Publications, Inc	100045	MURA5884	Annual Domain Renewal 09/22	\$ 35.00
Poolsure	100032	1.31296E+11	Pool Chemicals 09/22	\$ 1,616.44
Riverside Management Services, Inc	100033	94	Facility Monitoring Services 08/22	\$ 280.01
Riverside Management Services, Inc	100046	97	Facility Monitoring Services 07/22	\$ 341.54
Riverside Management Services, Inc	100046	103	Facility Monitoring Services 09/22	\$ 386.07
Riverside Management Services, Inc	100046	98	Janitorial Services 9/22	\$ 755.33
Riverside Management Services, Inc	100046	99	Pool Maintenance Services 09/22	\$ 1,193.08
Riverside Management Services, Inc	100033	96	Replace Lights on Pool Deck 08/22	\$ 1,800.00
Riverside Management Services, Inc	100046	102	Lifeguard Services 08/22	\$ 4,426.95
Riverside Management Services, Inc	100030	95	Lifeguard Services 07/22	\$ 6,083.25
Riverside Management Services, Inc	100046	100	Facility Management Services 09/22	\$ 18,966.91

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures
September 1, 2022 Through September 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Riverside Management Services, Inc	100030	93	Facility Management Services 08/22	\$ 19,602.66
Rizzetta & Company, Inc.	100027	INV0000070838	Management Services 09/22	\$ 3,683.33
St Johns Utility Department	100031	515577-114371 08/22	Water Utilities 08/22	\$ 1,114.33
The Ledger / News Chief/ CA Florida Holdings, LLC	100028	4771485	Legal Advertising 07/22	\$ 694.42
Trimac Outdoor	100047	15205	Landscape Maintenance 09/22	\$ 23,454.00
Waste Management Inc. of Florida	ACH	2-72857-32373 09/22	Waste Services 09/22	\$ 1,054.51
Weather Engineers, Inc.	100037	S78701	Replace Fan Motor & Cap 08/22	\$ 882.57
Report Total				<u>\$ 137,465.06</u>

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FL 33614

Operations and Maintenance Expenditures October 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2022 through October 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$69,369.99**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

October 1, 2022 Through October 31, 2022

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
Alfred W Grover	100057	100422	Replace 2 GFCI Receptacles Main Entrance 10/22	\$ 627.50
COMCAST	ACH	8495 74 140 1701846 10/22	Cable Services 10/22	\$ 121.25
COMCAST	ACH	8495 74 140 0863399 10/22	Cable Services 10/22	\$ 312.83
Future Horizons, Inc.	100058	75205	Aquatic Weed Control Services 09/22	\$ 1,175.00
Governmental Management Services, LLC	100059	292	Website Maintenance 09/22	\$ 100.00
Hi-Tech System Associates	ACH	372370	Alarm Access Control 10/22	\$ 30.00
Jose P Sexsion III	100060	100422	Irrigation Repair 09/22	\$ 285.00
KE Law Group, LLC	100061	4411	Legal Services 10/22	\$ 1,739.10
Neighborhood Publications, Inc	100062	MURA5885	Website Management 10/22	\$ 45.00
Poolsure	100063	1.31296E+11	Pool Chemicals 10/22	\$ 1,023.28
Ray R Barthel III / Right Angel Doors	100064	101722	Deposit to Replace (2) Pool Bathroom Doors 10/22	\$ 4,425.00
Richard P Clarson & Associates, Inc.	100065	67506	Surveying Services 08/22	\$ 4,840.00

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

October 1, 2022 Through October 31, 2022

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
Riverside Management Services, Inc	100066	104	Pool Maintenance Services 10/22	\$ 1,269.42
Riverside Management Services, Inc	100066	105	Facility Management Services 10/22	\$ 19,421.54
Rizzetta & Company, Inc.	100055	INV0000071791	District Management Fees 10/22	\$ 3,683.33
Rizzetta & Company, Inc.	100067	INV0000071938	Assessment Roll FY22/23	\$ 4,800.00
Southeast Fitness Repair	100052	100496	Quarterly Preventative Maintenance 09/22	\$ 375.00
St Johns Utility Department	100053	532445-124406 09/22	Water Utilities 4106 Messina Dr. 09/22	\$ 64.53
St Johns Utility Department	100053	532445-124596 09/22	Water Utilities 123 E Franchetta LN 09/22	\$ 92.71
St Johns Utility Department	100053	515577-114371 09/22	Water Utilities 101 W Positano Ave 09/22	\$ 675.37
Trimac Outdoor	100068	15489	Landscape Maintenance 10/22	\$ 23,454.00
Turner Pest Control, LLC	100056	19156856	Pest Control Services 09/22	\$ 82.69
Turner Pest Control, LLC	100069	19360699	Pest Control Services 10/22	\$ 82.69
Turner Pest Control, LLC	100054	19156238	Pest Control Services 09/22	\$ 121.28

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
United States Treasury	100070	Quarterly Payroll Taxes	Quarterly Payroll Taxes 10/22	\$ 367.20
Waste Management Inc. of Florida	ACH	0022396-4032-5	Waste Services 10/22	\$ 156.27
Report Total				<u>\$ 69,369.99</u>